

**TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS OF HARTING South Africa Pty. Ltd. FOR USAGE OF ESHOP (Hereinafter referred to as: "Terms of Use")**

**§ 1 General, Customers, Privacy**

**HARTING South Africa (Pty) Ltd; Ground Floor, Twickenham Building, The Campus; Cnr Main & Sloane Street Bryanston; 2021 Johannesburg (Bryanston)**

(hereinafter referred to as: "**HARTING**") is the owner of the HARTING "eShop" division, found under the domain [www.harting.co.za](http://www.harting.co.za) (hereinafter referred to as: "**eShop**").

1. **HARTING** is a contractual party to the purchase contract that is concluded with customers who purchase goods via the eShop, and is listed on the invoice as the seller of the ordered goods.

2. These Terms of Use apply only to customers (hereinafter referred to as: "**customer**") who are not consumers as defined under the Consumer Protection Act, 2008 ("**CPA**") and are in other words, juristic persons whose asset value or annual turnover, at the time of the transaction equals or exceeds the threshold prescribed by the Minister from time to time. Consumers as defined in section 1 of the CPA are not authorized to purchase goods from this eShop. Deliveries made from orders on eShop can only be carried out to designated areas which HARTING South Africa delivers.

3. In order to use the eShop, the customer must first register with eShop by supplying the complete and truthful business information, including tax identification number. As part of this registration, HARTING is entitled to request a registration certificate from the Companies and Intellectual Property Commission as well as other documents and information, which are necessary or appropriate for registering the customer. After the registration has been approved, HARTING will send the customer's eShop access information (the login and password). The customer shall keep his password secret and shall keep his login data guarded in a safe place. The customer shall inform HARTING immediately if this data has been misused by a third party. HARTING will not share the customer passwords with other parties. HARTING will never ask customer for passwords via e-mail or phone call. Thus HARTING shall not be liable for any damages caused by the misuse of a customer's login credentials by a third party.

4. By transmitting the order form and by clicking on the "Accept Terms" button, the customer agrees to accept these Terms of Use without restrictions. The customer also agrees to accept the General Purchasing and Delivery Conditions for HARTING's business customers. The registered person must be authorized to enter into such agreements on behalf of the customer.

5. HARTING shall process the personal information entered by the customer on the registration form only for business purposes in accordance with [section 51] of the Electronic Communications and Transactions Act, 2002 ("**ECTA**"). HARTING shall not use the customer data for any other purpose and will not transfer it to third parties. The customer can view, verify, update or correct his data in the customer portal. According to §34 of the German Data Protection Act, the customer has the right to receive information about his personal data from HARTING.

For more info, contact: [datenschutz@HARTING.com](mailto:datenschutz@HARTING.com) or HARTING KGaA, Data Protection, Herr Laker, Marienwerderstraße 3, 32339 Espelkamp, Germany.

The period of retention of customer data can extend beyond the termination of the business relationship in accordance with the applicable statutory retention periods.

**§2 Products/goods and their availability, orders, order confirmations, prices**

1. All products, items and articles that are offered to the customer in the eShop for sale are referred to here as "goods".

2. Information regarding the goods and prices offered by the eShop is not a legally binding offer, but merely informative. A customer order, as explained above, does not lead directly to a binding contract. By submitting a completed order form to

HARTING, the customer makes an offer to purchase certain goods as listed on the order form. A purchase contract is concluded only after HARTING has accepted to fulfil the order (hereafter referred to as the "second confirmation").

3. Unless explicitly stated otherwise, the goods and prices cited in the eShop are valid "while supplies last". HARTING does not guarantee permanent or constant availability of the goods and prices listed in the eShop. The eShop normally shows goods and prices based on the status of the previous day. HARTING reserves the right at any time to remove goods or product lines from the eShop and introduce new goods or run new advertising campaigns. HARTING may also end or make changes to such campaigns.

4. Selected goods are added to an order by clicking on their links and specifying the desired order quantity. The customer can view the selected goods, remove individual goods again or change each order amount at any time during the selection process. After completion of the purchase, the entire order will be displayed again. Changes can be made once again at this stage up to the point when the customer concludes the order process. The customer may withdraw from the purchase at any time before submitting the order to the HARTING database. By submitting the order to the HARTING database, the ordering process is considered complete and the customer enters into a binding offer to purchase the goods.

5. The order will be considered for acceptance when all of the necessary data is available so that HARTING is able to clearly identify the customer (including his e-mail and telephone number) and the ordered goods. If necessary, a HARTING employee will contact the customer to discuss the details and the execution of the order.

6. Incomplete order forms will neither be accepted nor executed by HARTING, without prior notice to the customer.

7. Orders may be placed 24 hours a day every day of the year. All orders are normally processed on the next South African business day by HARTING (i.e. on the working day following the day on which the order was received). HARTING reserves the right to interrupt the operation of the eShop due to technical service and maintenance.

The customer sends a binding order when he fills out and sends electronically a complete and accurate order form to the eShop. The customer shall here be obliged to fill out the order form completely and truthfully in accordance with the actual data.

8. The eShop automatically sends an acknowledgment of receipt of the order, in the form of a confirmation notice to the customer (hereinafter referred to as "first confirmation"). This confirmation contains a confirmed receipt of the order along with the order number. HARTING shall not be held liable for any malfunction of internet functionality which may cause problems with the electronic data transfer, or sending and receiving of e-mails. In the event that the customer does not receive this initial confirmation, the customer is obliged to inform HARTING via e-mail ([eastern.europe@HARTING.com](mailto:eastern.europe@HARTING.com)) or by telephone at +49 5772 – 47-9639. The first confirmation does not constitute a binding acceptance by HARTING

9. A HARTING employee may verify the order by confirming the correctness of the data supplied on the order form. In the event that the customer order is incomplete, a HARTING employee may make contact with the customer.

10. After the order has been successfully checked, the mandatory second confirmation is sent to the e-mail address specified on the order form. This confirmation states that the order has been accepted based on performance. It also confirms the goods ordered, the quantity, price, shipping cost and the expected delivery date (the second confirmation). The second confirmation shall be considered as an acceptance by HARTING. With it, a binding purchase contract is established. In the event that the customer does not receive the second confirmation on the next business day after the first confirmation is received, this means that the order has not been accepted by HARTING and will thus not be executed.

11. Unless otherwise stated, all prices are given in South African Rand (ZAR). Prices do not include VAT, transport and shipping. Shipment and transportation of the goods is carried

out in accordance with the customer's choice of shipping, as indicated on the order, and is done at the customer's expense.

12. HARTING reserves the right to change prices without prior notice. If prices change after a customer has submitted an order, HARTING shall inform that particular customer immediately. In this case, the customer shall be entitled to a special right of rescission. Price changes which occur after the second confirmation shall have no effect on the agreed price.

13. Orders will not be accepted for fulfilment and not delivered to the customer when:

13.1. The customer has outstanding liabilities with HARTING;

13.2. The goods are to be used contrary to their intended purpose or contrary to HARTING's intent, or when such use could threaten the reputation of HARTING, HARTING's customers or HARTING's suppliers;

13.3. The preceding sections 13.1 and 13.2 shall apply even when payment for the ordered goods has been made.

14. The first and second confirmation, as well as the fulfilment of the contract, shall be carried out subject to the condition that they do not violate applicable national or international law, in particular the regulations pertaining to export control. In such a case, HARTING reserves the right to refuse to fulfil the order, even after the second confirmation.

15. The right of ownership passes to the customer when HARTING has received full payment for the order (i.e. when the entire invoice amount including VAT and shipping charges are credited to the HARTING account). The risk of accidental deterioration, damage or loss of the goods transfers to the customer once the shipment is properly delivered to the customer, customer agents, the courier service or delivery agent. This also applies when free delivery has been agreed.

### § 3 Payment and delivery

1. Payment for the goods, shipping and handling shall be made to the bank account of HARTING in advance or by credit card. If the customer pays by credit card, the individual terms and conditions of the credit card provider are valid. In such a case, the customer will be redirected to the secure internet payment platform of the credit card provider. The amount paid consists of the price for the goods according to the second confirmation from HARTING, plus the currently applicable taxes and shipping costs, when appropriate. If an advance payment is to be made, this must also be confirmed. This acknowledgment must be made available to HARTING.

2. After successful payment has been made, or after confirmation from the credit card provider, the order will be fulfilled in accordance with section 3.1 above, and the ordered goods will be prepared for shipping. HARTING will inform the customer that the payment has been received or that the credit card provider has confirmed the payment. HARTING will also inform the customer of the exact delivery date, the number of shipped packets, and the amount of VAT shown on the bill.

3. The eShop goods shall be ready for delivery within 2 working days on the next day after full payment for the goods (including the shipping costs) to HARTING's bank account, or by the confirmation of the credit card provider and the verification of the customer, unless other delivery deadlines have been specified for the goods. If the required amounts of ordered goods are not available in the HARTING stock, HARTING reserves the right to adjust the delivery deadlines accordingly. HARTING is not liable for any delays, other force majeure events or unforeseeable obstacles that cannot be influenced by HARTING or cannot be influenced by the courier or freight company and result in delivery delays.

4. Shipping costs will be paid by the customer.

5. Detailed information about the delivery of goods is available at HARTING or by taking advantage of the special tracking feature. The ordered goods together with the VAT invoice issued by HARTING are delivered to the address specified in the order.

6. The customer is obliged to completely examine the goods immediately upon receipt and inform HARTING of any complaints or problems.

7. The invoices are sent electronically by HARTING. The customer is required to compare the data sent him with the information from his database. He shall process this electronic billing only when this information is complete and accurate. In order to ensure the authenticity of the origin of the data, HARTING is obliged to use a VAT registration number (VAT ID) issued by the South African tax authority, namely South African Revenue Services. The customer is obliged to verify this number. When this VAT ID number changes, or when the HARTING's personal data changes, HARTING shall promptly inform the customer in writing before the change takes effect. The customer will confirm HARTING's amendment of its data records. The customer will check the plausibility of the individual data in the electronic billing against potential offers, order forms, delivery notes and database records. This plausibility check shall also include a review of the electronic invoice received to make sure it has been calculated properly correct, as well as a check that the proper tax has been levied at the specified rate, and the legally required mandatory invoice information is in order. HARTING shall ensure that no electronic invoice will be sent twice. The customer shall ensure that no electronic invoice will be processed multiple times.

### § 4 Miscellaneous

1. In addition to the provisions of these Terms and Conditions, the General Purchasing and Delivery Conditions from HARTING shall also apply. Subsequently, the law of the Republic of South Africa shall apply in connection with this agreement.

2. Unless otherwise agreed upon, the place of performance for all performances, including return deliveries, shall be the Supplier's place of business..

2.1 The parties submit to the exclusive jurisdiction of the South Gauteng High Court of South Africa. However, the Supplier shall also be entitled to select arbitration proceedings in accordance with clause 9. As future defendant or party otherwise passively involved in legal proceedings, the Supplier shall however, at the request of the Customer, be liable to promptly exercise his option according to clause 2 of this paragraph already prior to proceedings.

2.2. The substantive law of the Republic of South Africa shall apply to the legal relations in connection with this agreement.

2.3 Insofar as the Supplier decides to have disputes determined by arbitration, such arbitration shall be conducted in accordance with the United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules in force at the time of the dispute. Unless agreed otherwise the arbitration shall be administered by the Parties. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Southern Africa). The number of arbitrators shall be 1 (one). The place of arbitration shall be Sandton, South Africa. Nothing in this clause 8 shall preclude either Party from seeking interim and/or urgent relief from a Court of competent jurisdiction and to this end the Parties hereby consent to the jurisdiction of the High Court of South Africa (South Gauteng High Court, Johannesburg).

3. HARTING is not liable for errors in the processing of confirmation e-mails or for the absence of the order functionality for certain products which result from factors not influenced by HARTING. In particular, this includes such things as internet server outages, malfunctioning internet connections or events of force majeure.

4. These Terms of Use take effect starting on June 2013, and apply to all orders placed after that date.

**We wish you a pleasant shopping experience!**