

Standard Terms and Conditions of Service

1.0 Scope:

1.1 This document describes the mandatory Terms and Conditions of Services provided by NDT South Africa.

2.0 Interpretation:

2.1 In these terms and conditions the following words or phrases have the following meanings:

- a) *The Company*: NDT South Africa, a division of KBM Web Holdings (Pty) Ltd.
- b) *Client*: The person, company or organization requesting services or to which services are provided. In these Terms and Conditions, the terms 'Client' and 'Customer' may be used interchangeably.
- c) *Service (s)*: Any and all services provided to the Client / Customer by the Company, including but not limited to:
 - o Level 3 Services
 - o Calibration Services
 - o Consultancy
 - o Equipment Supply
 - o Advocacy and Audits
 - o Personnel Training and Certification
- d) *Quotation*: A written quotation issued by the Company specifying the details, projected costs, payment terms, service delivery times and any special conditions of the requested services, incorporating these Terms and Conditions by reference.
- e) *Client Material(s)*: All equipment, data, materials, documentation, files or information provided by the Client which are required for the Company to perform the required Services.
- f) *Contract*: A formal agreement between the Company and the Client which is legally binding.
- g) *Written Communication*: Any form of written communication including electronic mail (email), text messages including WhatsApp or Facebook chat, printed or handwritten documents, or electronic documents in Portable Document Format (PDF).
- h) *Employee*: A natural person employed by the Company either on a permanent or limited duration contract basis.

- i) *Third Party Representative:* An organisation authorised by the Company to perform Services in accordance to a Quotation including but not limited to:
- Courier or freight services
 - Non-Destructive Testing (NDT) and inspection companies
 - Training Institutions
 - Repair and diagnostic services
 - Equipment suppliers and manufacturers
- j) *Authorised Representative:* A natural person not directly employed by the Company but contracted and authorised by the Company to perform Services in accordance to a Quotation.

2.0 Responsibilities:

- 2.1 The Company is responsible to make these Terms and Conditions available to Clients prior to providing any and all Services, either by written communication or directing Clients to the Company website.
- 2.2 It is the responsibility of the Client to review these Terms and Conditions carefully prior to engaging the Services of the Company. By engaging the services of the Company, the Client is legally bound by these Terms and Conditions.

3.0 Contract Formation:

- 3.1 These Terms and Conditions will govern the provision of the Services to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation order, specification or other document) except where any special terms and conditions are included in the Quotation presented to the Client.
- 3.2 Following a request from a prospective Client, the Company will issue a Quotation to that Client. The Quotation will be open to acceptance by the prospective Client for a fixed period as stated within the quotation.
- 3.3 If the Client accepts the Quotation before expiry, a Contract between the Client and the Company will come into existence for the supply of the stated Services and that Contract will be subject to these Terms and Conditions.
- 3.4 If the Client instructs the Company to proceed to supply any of the Services listed in a Quotation; gives the Company instructions for any Services; or issues any purchase order for any Services, the Client will be deemed to have accepted the Company's Quotation.
- 3.5 If a prospective Client does not accept the Company's quotation before expiry, but later purports to accept it, the purported acceptance will be an offer to treat. If a prospective Client places an order with the Company without the Company first having issued a Quotation, that order will be an offer to treat. In either of those circumstances a contract will come into existence if and when the Company accepts the Client's order.
- 3.6 When the Company accepts an order made by any Client without first having issued a Quotation, in addition to these Terms and Conditions, the terms of any Written Communication between the Client and the Company shall apply.

- 3.7 The Company may revise these Terms and Conditions at any time by publishing new or revised Terms and Conditions on its website. If a Quotation is accepted by the Client after the new or revised Terms and Conditions have been published on the Company's website, those new or revised Terms and Conditions will apply to the supply of those services.
- 3.8 If there is any conflict or inconsistency between these Terms and Conditions and any Quotation, the Quotation will prevail. If there is any inconsistency between these Terms and Conditions and any content on the Company's website, these Terms and Conditions will prevail.

4.0 Pricing / Payments:

- 4.1 Rates and pricing regarding Services are Client specific and decided by the Company at the time of quotation.
- 4.2 The Client will be liable for all amounts stated within the Quotation upon acceptance, which are to be paid within the terms of payment stated within the Quotation.
- 4.3 The Company will issue an invoice to the Client upon acceptance of the Quotation showing all amounts due.
- 4.4 All payments will be by Electronic Funds Transfer (EFT) directly into the Company bank account.
- 4.5 Cash payments may be accepted solely at the discretion of the Company and will be decided on a case to case basis.
- 4.6 The Company, at its own discretion, reserves the right to charge a late payment fee on unpaid invoices. This shall amount to 10% of the unpaid invoice total for every 30 days past due.

5.0 Supply of Services:

- 5.1 All Services will be carried out independently by the Company in accordance to the Quotation presented to the Client.
- 5.2 Services will generally be performed by the Company, its Employees or an Authorized Representative. The Client agrees, however, that the Company, in its sole discretion, may provide the Services through a Third Party Representative.
- 5.3 The Client agrees to grant the Company a limited right to use Client Materials solely for the purpose of performing the Services.

6.0 Property Rights:

- 6.1 The Company has and will retain sole and exclusive right, title and interest in and to all the Company confidential information, the Company products, the Company service, and all the Company processes, procedures, techniques, ideas, concepts, designs, tools, trade secrets and know-how, and any modifications, improvements or derivative works of the foregoing, including any and all intellectual property rights therein, (collectively, "The Company Property").

7.0 Limitation of Liability:

- 7.1 Notwithstanding anything in these Terms and Conditions to the contrary, the entire liability of either party to the other arising out of these Terms and Conditions for the Services performed will be limited to the amount actually paid by Client to the Company for services rendered. In no event will either party be liable for any indirect, special, exemplary, incidental or consequential damages (including loss of profits or data) whether based on contract, tort (including negligence), strict liability or any other legal theory, even if such party was advised of the possibility of such damages in advance.
- 7.2 The Company, its Employees, Authorized Representatives or Third Party Representatives shall not be held liable or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform Services in accordance to any Quotation due to reasons beyond the control of the Company, including but not limited to, Acts of God, storms, floods, severe weather conditions, explosion, fire, accident, war or threat of war, hostilities, sabotage, riots, civil disturbances, import or export regulations, strikes, trade disputes, equipment failure or breakdown, power failures, industrial actions or conditions that may compromise the safety of the Company employees or representatives.
- 7.3 The Company, its Employees, Authorized Representatives or Third Party Representatives shall not be held liable for any damage or loss to Client Materials which are considered to be in the possession of the Company, held at the Company premises or during transport, due to reasons beyond the control of the Company, including but not limited to, fire, theft, accidents, floods, hijacking, severe weather conditions, sabotage, riots, explosion and power failures.

8.0 Independent Contractor:

- 8.1 The Company is, and throughout the term of these Terms and Conditions, an independent contractor, and not an employee, partner or agent, of the Client.
- 8.2 The Company will not be entitled to nor receive any benefit normally provided to Client's employees nor will the Client be responsible for withholding income or other taxes from the payments made to The Company.

End.