



GREENMINED ENVIRONMENTAL (PTY) LTD

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES

1. QUOTATIONS

- 1.1 Quotations are valid for 30 (thirty) calendar days unless otherwise stated and must be accepted by the client in writing.
- 1.2 Each page of the quotation must be initialed as having been read, and the Project Authorisation Form therein completed in full and returned to Greenmined Environmental (Pty) Ltd prior to the initiation of the project.
- 1.3 A completed Credit Application form with company documentation of the client as indicated in the Credit Application form will also be required prior to the initiation of any professional services.
- 1.4 The quotation is compiled based on limited information received. Greenmined Environmental (Pty) Ltd reserves the right to increase or decrease (whichever is appropriate under the circumstances) the applicable hours upon further investigation and examination of existing documentation, and thereafter, should it transpire that the scope of works is more complex than initially expected, charge accordingly in line with our hourly rate.
- 1.5 The quotation can change due to the permitting authority changing their requirements but will then need to be re-negotiated. Acceptance of this proposal shall be deemed to include acceptance of all the Terms and Conditions and Scope of Work contained therein and cannot be reduced without Greenmined Environmental (Pty) Ltd's prior written consent. This proposal must be considered in its entirety.
- 1.6 Deviations from the terms and conditions contained herein, including the scope of works, once the quotation has been approved will result in the negotiation of an addendum hereto. The client shall still remain liable for the full contract price unless otherwise agreed to in writing.
- 1.7 Professional rates quoted are fixed and firm for a 12-month period, which professional rates exclude VAT. If the project extends over more than one financial year, the quote will be revised to provide for an annual escalation which escalation will be effective on 1 May annually to a maximum percentage of 7%, which escalation in professional fees is hereby accepted.

2. PAYMENT TERMS

- 2.1 Payment terms are 30 (thirty) calendar days from Date of Invoice unless otherwise stipulated and 2% Interest from Date of Statement will be charged monthly on overdue accounts. Should any invoice not be paid within the 30-day timeframe, all professional services on the project will be placed on hold, pending receipt of full payment. Once the account has been settled in full, the professional services will be recommenced. No final reports will be released should there be any outstanding payments due.
- 2.2 In order to effectively assign the time essential for the scheduling of projects and securing the professional hours, an upfront non-refundable deposit and proof of payment will be required prior to commencement of any professional services. The deposit amount will be reflected on the Project Authorisation form.
- 2.3 Payment of the deposit amount shall be deemed as full acceptance of the terms and conditions contained herein, in the absence of written approval thereof.

3. SUPPLY OF SERVICES

- 3.3 All reports drafted and settled for the purpose of this application remain the property of Greenmined Environmental (Pty) Ltd until full and final settlement of the client's account. Greenmined Environmental (Pty) Ltd hereby reserves the right to withdraw any submitted reports and/or refuse to submit any reports to the competent authority, in the event of non-payment of the client's account, as per the Terms and Conditions set out herein.
- 3.4 Any meetings, services or travelling will be quoted for and conducted on a time and disbursement cost basis as and when required. In the event that additional services are required which have not been stated in the cost proposal, additional quotations will be issued in this regard for approval by the client.
- 3.5 All Advertising and Translation of Documentation costs are subject to actual pricing.
- 3.6 Initial submissions only are included in the proposal, which is required to be signed off by the client prior to submission and should the Department require supplementary reports electronic or otherwise and/or amendments thereto and/or resubmissions, this will be additionally invoiced for. Any amendment from any



party (Department and/or Client) after completion of the report/s will be invoiced for as per the additional actual professional hours spent thereon.

- 3.7 All dates stipulated are approximations and Greenmined Environmental (Pty) Ltd cannot be held liable for timeframes that change due to unforeseen circumstances or those that are not met by any Authority.

4. SPECIALIST SERVICES

- 4.1 No Specialist Studies are included in the price and if further studies are required by the permitting authority or the need therefore arises during further investigation of the area, these will be quoted and charged for additionally with the client's prior approval. If required, any additional quoted specialist's costs need to be paid in full prior to the commencement of any studies.
- 4.2 Acceptance of Specialist proposals shall be deemed to include acceptance of all the Specialists terms & conditions and scope of work contained therein.
- 4.3 Specialists are appointed and managed by Greenmined Environmental (Pty) Ltd on behalf of the client. Although specialists are appointed by Greenmined Environmental (Pty) Ltd, this does not in any way exempt the client from the terms and conditions of the specialist/s and the client will still be responsible to adhere to said terms and conditions imposed by the specialist.

5. GENERAL

- 5.1 Unless protected by law, all information completed and submitted during this application will become public information upon receipt thereof by the competent authority. Any interested and affected party should be provided with the information contained in this application on request, during any stage of the application process, although prior consent will be obtained from the client. Notwithstanding the above "to the extent necessary" to confirm credit worthiness or insurance for amounts due to Greenmined Environmental (Pty) Ltd, your information may be made available to a third party, and by accepting the quote you authorise such information to be shared for these purposes.
- 5.2 Please be advised that Greenmined Environmental (Pty) Ltd's field of expertise is environmental in nature and not Mine Health and Safety, and will not be held liable for any aspects relating to health and safety advice and/or the lack of such advice. Greenmined Environmental (Pty) Ltd will however be able to advise on an ad-hoc basis (which will be invoiced separately), but are not in a position to advise extensively on any health and safety matters. Please appoint your own health and safety specialist or consultant.
- 5.3 Both parties to this quote and/or agreement acknowledge that the Covid-19 Regulations, including but not limited to Quarantine and/or Lockdown restrictions, might negatively affect the project programme and the deliverables, especially where the work is cross border. In this event the party contracting with Greenmined Environmental (Pty) Ltd shall have no claim against Greenmined Environmental (Pty) Ltd in this regard, and herewith indemnifies Greenmined Environmental (Pty) Ltd against all delays, claims and damages that can be attributed to Covid-19 factors and consequences, including but not limited to, Restrictions, Regulations and/or Procedures published by a Regulatory Authority.
- 5.4 Acceptance of a quotation in writing and all the terms and conditions contained herein, either express or implied, are accepted by the client, which acceptance shall include the approval by the client for the use of internal templates by the consultant for the purpose of completing the professional services, as set out more fully herein.
- 5.5 The contents of the proposal should be treated as confidential by the client. The client may not release the technical and pricing information contained in the Proposal and any other documents submitted by Greenmined Environmental (Pty) Ltd to the client, or otherwise make it available to any third party without the express written consent of Greenmined Environmental (Pty) Ltd.

6 DISPUTES

- 6.1 In the event that there is a dispute of any sort as a consequence of the work executed by Greenmined Environmental (Pty) Ltd, then any claim flowing out of such dispute against Greenmined Environmental (Pty) Ltd will be limited to the actual charge of the work performed, and in no way are any consequential or additional costs claimable from Greenmined Environmental (Pty) Ltd.



7 GUARANTEES

7.1 No guarantee is hereby provided that approval will be granted as the decision is solely vested with the relevant permitting authorities to which the application/s have been submitted. The client therefore hereby indemnifies Greenmined Environmental (Pty) Ltd against any loss which the client may suffer due to the relevant departments or permitting authorities refusing the application.

8 APPEALS

8.1 In the event of any appeal lodged against the application, the costs involved therein are not covered in this quotation and will be additionally charged for, although the client is free to obtain independent legal advice with regards to any appeals lodged against the application.

