

Standard Terms and Conditions of Supply

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These Standard Terms and Conditions attach to and govern every quotation, proforma and invoice issued by Ideas2Impact (Pty) Ltd ("i2i"), and acceptance of any quotation or order constitutes acceptance of these terms.

1. Interpretation

In these terms: "i2i" means Ideas2Impact (Pty) Ltd; "OEM" means the original equipment manufacturer of the products and software supplied; "Customer" means the party to whom i2i supplies under a quotation; "Solution" means the products, equipment and software (including the Platform) supplied under a quotation; and "Platform" means the software, firmware and related components of the Solution.

2. Intellectual property and licence

All intellectual property rights in the Platform, software, firmware, configuration, documentation, and related materials remain the exclusive property of Ideas2Impact (Pty) Ltd ("i2i") and/or its licensors. The licence granted is non-exclusive, non-transferable, site-specific, and limited to the intended operational purpose, and may not be copied, modified, reverse engineered, or sublicensed without written consent.

3. Scope of supply and additional work

Only the services expressly set out in the applicable quotation or agreed scope are included. Any additional work, delays, standby time, rescheduling, or services outside the agreed scope will be charged on a time and materials basis at i2i's prevailing rates.

4. Customer selection, suitability and no reliance

The Customer acknowledges and agrees that it has selected the Solution for its own purposes and at its own discretion. The Customer is solely responsible for determining the suitability, adequacy, safety and fitness of the Solution for its intended application, operating environment and end users, and for satisfying itself in that regard before deployment.

The Customer confirms that it has not relied on any representation, statement, advice or recommendation by i2i or the OEM as to the suitability or performance of the Solution. Where no requirements, specifications, performance criteria or use case have been provided to or agreed by i2i, the Solution is supplied for the Customer to evaluate, configure and deploy at its own discretion and risk.

5. Warranties

The Solution is supplied subject solely to the OEM's applicable standard warranty, and any warranty claim is limited to the remedies the OEM provides under that warranty.

Save for the OEM standard warranty, and to the maximum extent permitted by law, i2i gives no warranties, conditions or representations of any kind, whether express or implied, including any implied warranty or condition of merchantability, fitness for a particular purpose, quality, accuracy, availability, or uninterrupted or error free operation. The Solution is otherwise supplied on an "as is" and "as available" basis.

6. Customer responsibility for compliance and deployment

Compliance with all applicable mining, health, safety, radio communications (including ICASA type approval and intrinsic safety requirements) and other statutory or regulatory obligations relating to the deployment and use of the Solution remains the sole responsibility of the Customer and the end user.

The Customer is responsible for all site survey, installation, configuration, integration, network and connectivity, power, mounting and on site work, unless expressly set out and priced in the quotation.

7. The Solution is not a safety or life-protection system

The Solution provides operational visibility and location information only. It is not a life-safety, emergency, evacuation, collision-avoidance or personal-protection system, it is not certified as intrinsically safe unless expressly stated in writing, and it must not be relied upon as the sole or primary means of protecting the health or safety of any person or of preventing injury, death or loss.

The Customer must maintain, fully and independently of the Solution, all statutory safety systems, proximity detection and collision-avoidance systems, personal protective equipment, monitoring, procedures and controls required for its operations. The Customer must not deploy or use the Solution in any safety-critical function without its own independent

verification, testing and appropriate redundancy, and the Customer remains solely responsible for the safety of its operations, its site and its personnel.

8. Exclusion of indirect and consequential loss

To the maximum extent permitted by law, neither i2i nor the OEM shall be liable for any indirect, incidental, special or consequential loss or damage, or for any loss of profit, production, revenue, data, use, goodwill or anticipated savings, or for business interruption, howsoever arising and whether in contract, in delict, under statute or otherwise, and whether or not i2i was advised of the possibility of such loss.

9. Death, bodily injury and property damage

To the maximum extent permitted by law, i2i shall not be liable for any death, bodily injury, illness or damage to property arising out of or in connection with the Solution or its deployment, environment, configuration or use, save to the extent that such death, injury, illness or damage is directly caused by i2i's own negligence, fraud or wilful misconduct.

The Customer acknowledges that, given that i2i does not control and has no insight into the Customer's operating environment, requirements or use, the risk of any death, bodily injury or property damage arising from the deployment or use of the Solution, or from any failure by the Customer to maintain independent safety systems and to comply with applicable law, rests with the Customer.

10. Limitation of liability

Except in respect of i2i's own fraud or wilful misconduct, and subject to clause 12, i2i's total aggregate liability arising out of or in connection with the supply of the Solution for a particular site, from all causes combined and whether in contract, in delict, under statute or otherwise, shall not exceed the total fees actually paid to i2i by the Customer for that site under the relevant quotation.

This limit is a single aggregate cap for that site. It is not renewed, reset or increased by the passage of time or by any recurring, annual or subsequent fees.

11. Customer indemnity

The Customer indemnifies and holds i2i and the OEM harmless against all claims, demands, actions, liabilities, losses, damages, fines, penalties, costs and expenses (including reasonable legal costs) brought by any third party (including the Customer's own customers, personnel or the end user) and arising out of or in connection with the Customer's deployment, configuration, integration or use of the Solution, its suitability for any application, any death, bodily injury or property damage not directly caused by i2i's own negligence, fraud or wilful misconduct, or any failure by the Customer to comply with applicable laws, standards or the OEM's usage requirements.

12. Liabilities that cannot be excluded at law

Nothing in these terms excludes or limits any liability that cannot lawfully be excluded or limited, including liability for death or personal injury to the extent caused by i2i's own negligence, or liability for i2i's own fraud. Where any such liability cannot be excluded or limited, it applies only to the extent required by law, and all other exclusions and limitations in these terms continue to apply.

13. Payment and interest

Invoices are payable by the due date of the invoice, and overdue amounts may attract interest at 2% per month. In the event of material non-payment, i2i may suspend support services and access to updates without relieving ongoing payment obligations.

14. Currency adjustment

Where pricing is linked to OEM costs denominated in foreign currency, i2i reserves the right to adjust pricing prospectively in the event of a material exchange rate movement. Any such adjustment will be commercially reasonable and supported by reference to the applicable currency variance.

15. Allocation of risk, reasonableness and severability

The Customer acknowledges that the pricing of the Solution reflects the allocation of risk set out in these terms, that these limitations and exclusions are fair and reasonable in the circumstances, and that the Customer has had the opportunity to obtain independent legal advice.

If any provision of these terms is found by a competent court to be invalid or unenforceable, that provision shall be limited or severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

16. Governing law

These terms are governed by the laws of the Republic of South Africa unless otherwise agreed in writing.