ETS DISTRIBUTORS (PTY) LTD

TERMS OF SALE AND OTHER COMMENTS

These Terms of Sale apply to all quotations, proforma invoices, invoices, orders, sales, exports, deliveries, and transactions conducted by NR Energy Tech Trading CC ("Seller") with any purchaser, importer, distributor, reseller, contractor, company, or individual ("Buyer").

By placing an order, accepting a quotation, making payment, or accepting delivery, the Buyer acknowledges and agrees to these Terms and Conditions in full.

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1. PAYMENT TERMS

The Buyer must verify all quotation, proforma invoice, and invoice details before making payment.

Payment Requirements

• 100% upfront payment is required before shipment.
• No goods shall be dispatched until full cleared funds have been received.
• All bank charges outside Namibia are for the Buyer's account.
• Payments must be made in the invoiced currency unless otherwise agreed in writing.
• Orders are deemed confirmed only once payment has been received and cleared.

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2. PRICING

• All quotations are subject to stock availability and validity periods stated on the quotation.
• Prices may be adjusted where exchange rate fluctuations, supplier increases, freight increases, taxes, duties, or government levies affect costs before payment is received.
• Any pricing error may be corrected by the Seller before shipment.

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3. EXPORT DOCUMENTATION

The Seller shall provide standard export documentation where applicable, including:

• Commercial Invoice
• Packing List
• Export Declaration Documentation
• Certificate of Origin (if requested and available)

Any additional documentation required by the importing country, customs authority, government agency, bank, inspection authority, or importer shall be provided at the Buyer's expense.

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4. INCOTERMS

Unless otherwise agreed in writing, all export transactions shall be conducted under:

DAP (Delivered at Place) – Incoterms® 2020

Under DAP:

• The Seller is responsible for arranging and paying for transportation of the goods to the agreed destination stated on the quotation, proforma invoice, invoice, or sales agreement.
• Risk transfers from the Seller to the Buyer when the goods are made available for unloading at the agreed destination.
• The Seller is not responsible for unloading the goods.
• The Buyer is responsible for import customs clearance.
• The Buyer is responsible for obtaining all import permits, licenses, approvals, and authorizations.
• The Buyer is responsible for payment of all customs duties, VAT, import taxes, levies, inspection charges, customs brokerage fees, storage charges, and any other charges imposed in the destination country.
• Any costs resulting from customs delays, inspections, regulatory requirements, or non-compliance with import regulations shall be for the Buyer's account.

Where another Incoterm is agreed in writing, the agreed Incoterm shall prevail.

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5. DELIVERY AND SHIPPING

Delivery dates are estimates only and are not guaranteed.

Delivery under DAP shall be deemed complete when the goods arrive at the agreed destination and are made available to the Buyer for unloading.

The Seller shall not be liable for delays caused by:

• Shipping lines
• Freight forwarders
• Border delays
• Customs inspections
• Port congestion
• Government actions
• Weather conditions
• Force majeure events

Any delays caused by customs clearance, import procedures, inspections, or the Buyer's failure to provide required documentation shall not constitute a breach by the Seller.

The Buyer shall be responsible for all additional costs arising from customs delays, storage charges, demurrage, detention charges, inspections, or regulatory actions in the destination country.

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6. TRANSFER OF RISK

Risk of loss or damage transfers to the Buyer when the goods are placed at the Buyer's disposal at the agreed destination, ready for unloading, in accordance with DAP (Delivered at Place) Incoterms® 2020.

Once risk has transferred, any loss, theft, damage, destruction, or deterioration of the goods shall be for the Buyer's account.

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7. INSURANCE

Unless specifically agreed in writing:

• Goods are not insured by the Seller.
• The Buyer is encouraged to arrange cargo insurance covering the full replacement value of the goods.

The Seller accepts no liability for uninsured losses during transit.

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8. IMPORT PERMITS AND REGULATORY COMPLIANCE

The Buyer is solely responsible for:

• Import permits and licenses.
• Product registrations and approvals.
• Compliance with destination country regulations.
• Customs declarations and regulatory requirements.
• Payment of duties, taxes, levies, and related charges.

The Seller shall not be liable for seizure, detention, rejection, destruction, confiscation, penalties, or delays resulting from the Buyer's failure to comply with applicable regulations.

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9. INSPECTION OF GOODS

The Buyer must inspect all goods immediately upon receipt.

Any shortages, damages, defects, or discrepancies must be reported in writing within seven (7) calendar days after delivery.

Failure to provide written notice within this period shall constitute acceptance of the goods.

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10. PRODUCT SPECIFICATIONS

Product specifications, dimensions, weights, drawings, technical information, images, and descriptions are provided for guidance purposes only.

The Seller reserves the right to make reasonable modifications to products or specifications without prior notice.

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11. WARRANTY

Products supplied by the Seller are subject to the Seller's Warranty Policy in force at the date of sale.

Warranty claims must comply with all warranty requirements, including installation, operation, maintenance, and documentation requirements.

The Seller's Warranty Policy forms an integral part of these Terms of Sale.

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12. RETURNS AND REFUNDS

Returns are governed by the Seller's Returns and Refund Policy.

Unless required by law:

• Special-order products are non-returnable.
• Custom-manufactured products are non-returnable.
• Freight charges are non-refundable.
• Export-related costs remain for the Buyer's account.

No returns shall be accepted without prior written approval from the Seller.

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13. LIMITATION OF LIABILITY

The Seller's total liability arising from any transaction shall not exceed the invoice value of the goods supplied.

Under no circumstances shall the Seller be liable for:

• Loss of profits
• Loss of revenue
• Business interruption
• Loss of contracts
• Indirect damages
• Consequential damages
• Special damages

This limitation applies regardless of the legal basis of any claim.

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14. FORCE MAJEURE

The Seller shall not be liable for any failure or delay caused by events beyond its reasonable control, including:

• Natural disasters
• Floods
• Fires
• War
• Civil unrest
• Government restrictions
• Sanctions
• Pandemics
• Transportation disruptions
• Labour disputes
• Utility interruptions

Performance obligations shall be suspended for the duration of the force majeure event.

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15. EXPORT CONTROL AND SANCTIONS COMPLIANCE

The Buyer warrants that products purchased shall not be:

• Used for unlawful purposes.
• Exported or re-exported in violation of applicable sanctions laws.
• Supplied to prohibited parties or restricted destinations.
• Used in prohibited military or restricted applications where prohibited by law.

The Buyer assumes full responsibility for compliance with applicable export control laws.

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16. CANCELLATION OF ORDERS

Orders may not be cancelled after payment has been received and procurement, manufacturing, or processing has commenced unless approved in writing by the Seller.

Approved cancellations may be subject to:

• Administrative fees
• Restocking fees
• Supplier cancellation charges
• Banking charges
• Exchange rate losses

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17. RETENTION OF TITLE

Ownership of goods shall remain vested in the Seller until full payment has been received and cleared.

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18. GOVERNING LAW

These Terms of Sale shall be governed and interpreted in accordance with the laws of the Republic of Namibia.

Any dispute arising from these Terms shall be subject to the exclusive jurisdiction of the competent courts of Namibia.

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19. ENTIRE AGREEMENT

These Terms of Sale constitute the entire agreement between the Seller and the Buyer and supersede all prior discussions, representations, communications, and agreements relating to the sale and export of goods.

BUYER ACKNOWLEDGEMENT

By placing an order, making payment, accepting shipment, or accepting delivery, the Buyer confirms that they have read, understood, and accepted these Export Terms of Sale and Conditions in full.