

GRAPEHUB (PTY) LTD GENERAL TERMS AND CONDITIONS

Article 1: Definitions

The definitions below are used in these general conditions ("Conditions").

- GrapeHub (GH):** one or more private limited companies forming part of the GrapeHub (Pty) Ltd (Registration number: 2021/421515/07), all with their registered office in Paarl, South Africa.
- Third Party:** the Person / business with whom GH has concluded an Agreement or with whom GH is negotiating an Agreement.
- Parties:** GH and the Supplier/Buyer or any Third-Party it concludes an Agreement with.
- Agreement:** every agreement between the Parties, irrespective of whether it is a framework or individual agreement, with the intent (a) that the Supplier/Buyer supplies goods to GH or buys goods from GH against monetary payment (*contract of sale*) and/or (b) that the Supplier makes goods available to GH in order to have these sold by GH for the risk and account of the Supplier (*consignment contract*) and/or (c) that the Supplier supplies goods to GH against payment of a minimum guaranteed price (*mgp contract*) and/or (d) that the Supplier provides services to GH and/or (e) that the Supplier delivers any other performance for the benefit of GH, every change or supplement to this agreement, as well as all factual and legal acts in preparation or performance of this agreement, including offers.
- Products:** all goods and/or services and/or other performances that are the subject of an agreement.
- Person:** natural or legal person or company without legal personality.

Article 2: General Terms & Conditions

1. These Conditions - with the explicit exclusion of all other general conditions – are applicable to all Agreements. If GH at any time does not require strict compliance with these Conditions, this does not mean that GH waives its right to require strict compliance with these Conditions in future - whether or not similar - cases. Clauses that deviate from these Conditions are binding only if agreed in writing and apply only to the case in question.
2. All the clauses of these Conditions are stipulated not only for the benefit of GH, but also for the benefit of its directors and shareholders (including indirect directors and shareholders), all Persons working for GH, all Persons engaged by GH in the performance of an Agreement, and all Persons for whose actions or negligence GH could be held liable.
3. If one or more provisions of these Conditions and/or an Agreement are void or declared void by a court of law, the remaining provisions of these Conditions and the Agreement will remain in force. The void or voided provisions will be replaced by valid provisions that, taking into consideration the purpose and scope of these Conditions and the Agreement, deviate as little as possible from the original provisions.
4. GH is at all times entitled to amend these Conditions.
5. GH employees received training to fulfil their specific roles within GH and is valuable to GH and its operations. Therefore, the Third Party agrees that during the term of the agreement and for a further period of one (1) year thereafter they will not directly or indirectly offer employment to GH employees, entice GH employees away from their employment at GH or appoint GH employees as

independent contractors. Should the Third Party contravene this clause it will be liable to pay a penalty to GH equal to the gross salary earned by said employee for a 24-month period.

6. The legal relationship between the Parties is governed by South African law, with exclusion of the Vienna Sales Convention.
7. Subject to provisions of mandatory law, all disputes between the Parties relating to an Agreement and/or these Conditions will in the first instance be submitted exclusively to the Magistrate's / High Court of South Africa (based on the monetary value of the dispute).
8. Without prejudice to the provisions of paragraph 2 of this article, GH is at all times entitled to have a dispute resolved in accordance with the provisions of the Arbitration Act 42 of 1965 . The tribunal will consist of one arbitrator. The place of arbitration and oral hearing(s) is Cape Town. The proceedings will be conducted in English. The tribunal will decide according to the rules of law.
9. The costs related to judicial and arbitration proceedings, including but not limited to the actual costs of attorneys, bailiffs, experts, and translators incurred by GH will be for the account of the Supplier if it is held to be entirely or predominantly in the wrong.
10. "Written" in the sense of these Conditions includes by email.

Article 3: applicable law, disputes, litigation and arbitration costs

1. The legal relationship between the Parties is governed by South African law.
2. Subject to provisions of mandatory law, all disputes between the Parties relating to an Agreement and/or these Conditions will in the first instance be submitted exclusively to the relevant Court in South Africa.
3. Without prejudice to the provisions of paragraph 2 of this article, GH is at all times entitled to have a dispute resolved in accordance with the Commercial Rules of the Arbitration Foundation of South Africa. The tribunal will consist of one arbitrator. The place of arbitration and oral hearing(s) is Cape Town, South Africa. The proceedings will be conducted in English. The tribunal will decide according to the rules of law.
4. The costs related to judicial and arbitration proceedings, including but not limited to the actual costs of attorneys, bailiffs, experts, and translators incurred by GH will be for the account of the Supplier if it is held to be entirely or predominantly in the wrong.

Article 4: payments and financial information

1. GH will never request you to change our bank details or respond to a request from Parties via email or other electronic communication. Should you receive such a request immediately communicate that to your GH contact person by telephone or video call. If you fail to do so and proceed to change the bank details, regardless of who requests it, take note that GH does not accept responsibility for any incorrect payments that is made into an account that does not belong to us.

Article 5: Electronic communications

1. The majority of the communications GH has with Third Parties will be in the form of electronic communications. By accepting this form of communication, you accept the risks associated with the form of communication.
2. GH and the third party agrees to use reasonable procedures to ensure the safety and reliability of these communications.

Article 6: Confidentiality

1. The parties undertake a mutual responsibility to protect confidential and personal information relating to the transaction and any Agreements concluded between them.
2. In the event of a legal or regulatory obligation to disclose information, it will not be a breach of confidentiality. This includes if there is a request by law enforcement or other government authorities.
3. In the event of a request for personal information by a Private Body the request will be handled in accordance with the GH PAIA and POPIA Manual.

Article 7: Third party rights

The Agreement will not create or give rise to, nor will it be intended to create or give rise to, any third party rights.