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Company Reg: 2017/181176/07

STANDARD TERMS AND CONDITIONS OF SERVICE

GERMISTON TANKER WASH (PTY) LTD
(Registration No: 2017/373977/07 | VAT Reg No: 4840281206)
(hereinafter referred to as "GTW")

1. ACCURACY OF INFORMATION & WARRANTIES

1.1. Whether or not the information provided to GTW in any onboarding document, credit application, or service request is true and correct, it shall nevertheless be deemed to be true and correct in all respects against the party providing it (hereinafter referred to as "the Customer").

1.2. The Customer remains liable for payment of all services rendered, even if GTW utilizes information that might have been incorrectly supplied by the Customer.

1.3. In the event of any information proving to be inaccurate or incorrect, GTW shall forthwith be entitled to suspend credit facilities, alter payment terms, or institute recovery proceedings for any or all sums then owing.

2. PAYMENT TERMS & ALLOCATION

2.1. Payment for services rendered by GTW falls due and payable within 30 (thirty) days from the date of invoice, or strictly in accordance with such written credit terms as approved by GTW in writing.

2.2. All payments shall be made directly into the bank account nominated in writing by GTW.

2.3. Any partial payments received shall be applied first to the longest outstanding capital amounts, then to accrued interest, and thereafter to legal costs or default administration charges.

3. INTEREST ON OVERDUE ACCOUNTS

GTW reserves the right to charge interest at the rate of 2% (two percent) per month, compounded monthly in arrears, on all overdue amounts from the due date until full and final settlement, subject to statutory maximums.

4. DISPUTED INVOICES

In the event of any portion of an invoiced amount being disputed by the Customer, the Customer shall immediately pay the undisputed portion in accordance with the agreed payment terms. Failure to pay the undisputed portion shall constitute a breach of contract entitling GTW to suspend services.

5. DEFAULT, REMEDIES & REPOSSESSION

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5.1. Should the Customer fail to make payment on the due date, or commit any other breach of its obligations, GTW shall have the right, without prejudice to any other remedies available in law, to:

5.1.1. Declare all outstanding sums owing to GTW immediately due and payable; and/or

5.1.2. Cancel the contract or suspend further services and recover all accrued amounts, together with damages suffered by reason of such breach.

6. INSOLVENCY & BUSINESS RESCUE

6.1. If execution is levied upon the Customer's assets, or should the Customer commit an act of insolvency, make an offer of compromise, or if an application for liquidation or business rescue is filed, GTW shall have the right to immediately terminate the agreement without prejudice to prior claims.

6.2. The Customer warrants that it is not subject to business rescue proceedings under Chapter 6 of the Companies Act 71 of 2008 and has no immediate intention to apply for such relief.

6.3. The conclusion of any compromise under an approved Business Rescue Plan shall **neither compromise nor discharge** the liability of any personal surety, co-principal debtor, or guarantor, who shall remain fully liable to GTW for the full original debt.

7. CREDIT FACILITY DISCRETION & CASH BASIS

GTW reserves the right, in its sole discretion and upon written notice, to adjust credit limits, alter payment terms, or place the Customer on a pre-paid/cash-only basis at any time.

8. LEGAL, COLLECTION COSTS & DOMICILIUM

8.1. The Customer shall be liable for all default administration fees, collection charges, tracing fees, validation expenses, and legal fees on an **attorney-and-own-client scale** (including collection commission) incurred by GTW in enforcing compliance or recovering overdue amounts.

8.2. The physical business address provided by the Customer in its onboarding documentation or credit application shall serve as its chosen *domicilium citandi et executandi* for all legal processes and notices.

8.3. The Customer consents to receiving legal notices via e-mail at the e-mail address provided to GTW.

9. CERTIFICATE OF BALANCE

A certificate signed by a Director, Chief Executive Officer, or authorised representative of GTW showing the amount due and owing by the Customer (including interest) shall constitute *prima facie* proof of indebtedness for all legal proceedings, summary judgment, or provisional sentence.

10. FLEET CHANGES & SALE OF BUSINESS

10.1. The Customer undertakes to notify GTW in writing by registered post or confirmed e-mail within 7 (seven) days of:

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a. Its business or assets being sold;

b. Changes in legal entity structure or beneficial ownership; or

c. Any fleet vehicles being sold, transferred, or decommissioned.

10.2. Until such written notice is formally acknowledged by GTW, the Customer remains fully liable for all tanker/truck washes recorded against its account for those vehicles.

10.3. In the event of an unnotified business sale where the purchaser continues to use the account, the Customer indemnifies GTW against any non-payment by such purchaser.

11. VEHICLE MOVEMENT, BLOCKADES & TOWING PROTOCOL *(Insurance Directive)*

11.1. Should a truck or tanker belonging to the Customer block ingress or egress to GTW's facilities due to breakdown, accident, or any other reason, and the Customer fails to remove it immediately upon demand, GTW reserves the right to have the vehicle towed by an external commercial towing operator at the Customer's sole expense.

11.2. **Strict Insurance Directive:** GTW employees are strictly prohibited from driving, operating, or physically moving Customer vehicles under any circumstances. Any required vehicle movement must be executed solely by the Customer's designated driver or an independent contracted commercial towing service. GTW accepts no liability for direct, indirect, or consequential damages resulting from vehicle movement by third-party contractors.

12. DRIVER CONDUCT & VICARIOUS LIABILITY

12.1. Drivers and representatives of the Customer must adhere strictly to site safety rules and protocols established by GTW. GTW reserves the right to remove and permanently ban any driver or vehicle failing to comply.

12.2. If a driver, employee, or agent of the Customer commits theft, property damage, or causes harm to GTW facilities or equipment, the full cost of repairs, replacement, and operational losses will be recovered directly from the Customer.

13. LIMITATION OF LIABILITY, INDEMNITY & INACCESSIBLE POINTS

13.1. Save for instances of gross negligence or wilful misconduct on the part of GTW, GTW, its directors, and employees shall not be liable for any direct, indirect, incidental, or consequential loss or damage whatsoever (including loss of cargo, revenue, or use).

13.2. **Technical Vessel Constraints:** Certificates of Cleanliness issued by GTW are subject to technical vessel design constraints and do not cover overall cleanliness and dryness at inaccessible vessel points.

13.3. The Customer indemnifies GTW against all liabilities, claims, or costs suffered or incurred arising directly or indirectly from services rendered at the Customer's request.

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14. CONTAMINATION CLAIM PROTOCOL & INSURANCE DIRECTIVES

14.1. **Notice Requirements:** In the event of a suspected contamination or cargo rejection, formal written notice must be submitted to GTW within **20 hours for coastal loading rejections** and within **8 hours for local loading rejections**. Telephonic or verbal notifications are invalid.

14.2. **Mandatory Non-Tampering Protocol:** Upon notification of a rejected load or suspected contamination, the Customer and/or receiving party must **not unlade, disturb, or sample** the tanker load or cargo prior to the arrival of an official insurance-approved loss adjuster appointed by GTW or its underwriters.

14.3. **Forfeiture:** Failure to strictly adhere to the non-tampering protocol in Clause 14.2, or failure to supply mandatory supporting documentation (including valid GTW washbay certificates, GPS tracking logs, and clear time-stamped photographs), shall **automatically invalidate** any contamination claim or financial set-off against GTW.

15. CREDIT CHECKS, TRADE INSURANCE & POPIA COMPLIANCE

15.1. **POPIA Consent:** The Customer acknowledges and consents to the processing of personal information under the Protection of Personal Information Act No. 4 of 2013 ("POPIA"). The Customer authorizes GTW to conduct background, credit, and trade reference checks, retrieve credit reports from registered credit bureaus, and transmit account performance data to registered Credit Bureaus and GTW's trade credit insurers.

15.2. **Data Retention:** Personal information shall be processed lawfully and used solely for evaluating creditworthiness, account administration, and legal enforcement. Personal information shall be returned or destroyed within 60 (sixty) days of agreement termination, subject to statutory record-retention requirements.

16. EMBEDDED PERSONAL SURETYSHIP *(Signatory)*

The individual executing any credit application, onboarding agreement, or service instruction on behalf of the Customer hereby binds himself/herself jointly and severally in his/her personal capacity as surety and co-principal debtor *in solidum* with the Customer unto and in favour of GTW for the due and punctual performance of all obligations owed by the Customer, renouncing the legal benefits of *excussion*, *division*, *non causa debiti*, *non numeratae pecuniae*, and *errore calculi*.

17. GENERAL & GOVERNING LAW

17.1. No relaxation, indulgence, or delay by GTW in enforcing any rights shall constitute a waiver of such rights.

17.2. These terms are governed by the laws of the Republic of South Africa and subject to the exclusive jurisdiction of the South African courts.

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17.3. The invalidity or unenforceability of any clause or sub-clause shall not affect the remaining provisions of this agreement.

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GERMISTON TANKER WASH (PTY) LTD — TERMS, COMPLIANCE & OPERATIONAL AGREEMENT

1. MANDATORY LEGAL & COMPLIANCE NOTICES

SITE ENTRY, LIABILITY & VEHICLE MOVEMENT NOTICE

- Entry & Operation at Own Risk: All persons enter, and vehicles are washed, parked, or moved on Germiston Tanker Wash ("GTW") premises entirely at their own risk. GTW, its directors, and employees accept no liability for loss, injury, or damage to property or vehicles.
- Inaccessible Vessel Points: Certificates of Cleanliness issued by GTW are subject to technical vessel design constraints and do not cover the overall condition of cleanliness and dryness of the vessel at inaccessible points.
- Contamination Claim Protocol: In suspected contamination or rejection cases, the Customer must not unload or disturb vessel contents for sampling purposes prior to formal inspection by an appointed insurance investigator.

2. TERMS AND CONDITIONS OF SERVICE

1. Payment Terms

Payment for all goods and services is to be made no later than per the agreed credit terms allowed by Germiston Tanker Wash (Pty) Ltd ("GTW").

2. Interest on Overdue Accounts

GTW reserves the right to charge interest at 2% per month, compounded monthly in arrears, on all amounts due and owing from the date the account becomes overdue, subject to statutory maximums permitted by law.

3. Disputed Invoices

The Customer agrees that in the event of any portion of an invoiced indebtedness being disputed, it will forthwith pay the undisputed portion of such indebtedness according to the agreed payment terms allowed by GTW.

4. Credit Limits and Account Discretion

GTW reserves the right to change the Customer's account payment terms and credit limit (if applicable) at its own discretion upon written notice. An account may be changed to pre-paid, with a credit limit stipulated by GTW.

5. Legal and Collection Costs

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The Customer will be held liable for all default administration and collection costs arising from its failure to comply with any of the terms and conditions of this Agreement, as well as tracing fees, collection commission, and legal costs on an attorney-and-own-client scale if the matter is referred to an external debt collection agency or attorney.

6. *Domicilium Citandi Et Executandi*

The Customer nominates its physical business address, as set out in its Credit Application Form or registered customer records, as its *domicilium citandi et executandi* for service upon it of all notices, legal processes, and communications. The Customer shall notify GTW in writing of any change to its physical address within 7 (seven) days of such change.

7. Certificate of Balance

A certificate signed by the Chief Executive Officer or an authorised representative of GTW, showing the amount due by the Customer (including interest) and confirming that such amount is due and payable, shall constitute *prima facie* proof of indebtedness for all legal proceedings against the Customer.

8. Notification of Business or Fleet Changes

The Customer undertakes, in the event of (a) its business being sold, or (b) any vehicles in its fleet being disposed of to a third party, to notify GTW immediately in writing by registered post or confirmed e-mail. Until such written notice is acknowledged by GTW, the Customer remains fully responsible for all truck/tanker washes recorded against its account for those vehicles.

9. Vehicle Obstruction and Towing Protocol

9.1 Removal Request: Should a truck or tanker belonging to the Customer block the ingress/egress to the Tanker Wash and the Customer fails to remove the vehicle on demand, GTW reserves the right to have the vehicle removed at the Customer's expense.

9.2 Strict Vehicle Movement Prohibition: In accordance with GTW safety and insurance regulations, no employees of GTW shall drive or physically move Customer vehicles. Removal shall be conducted strictly by the Customer's driver or an externally contracted commercial towing company.

9.3 Liability Exclusion: GTW accepts no liability for direct, indirect, or consequential damages arising from third-party vehicle removal.

10. Driver Conduct, Removal & Vicarious Liability

Drivers must strictly adhere to site rules, safety conditions, and procedures set out by GTW. GTW reserves the right to demand the immediate removal of any driver or vehicle failing to adhere to site rules. Should a driver, employee, or agent of the Customer commit theft or cause damage to GTW facilities, equipment, or property, the full cost of repairs or replacements will be claimed from the Customer, and GTW reserves the right to permanently refuse access to the premises.

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11. Limitation of Liability & Technical Limits

11.1 General Limitation: Save for instances of gross negligence or wilful misconduct on the part of GTW, in no event shall GTW, its directors, or employees be liable for any direct, indirect, incidental, punitive, or consequential damages/losses whatsoever (including loss of cargo or revenue).

11.2 Technical Cleanliness Limits: Certificates of Cleanliness issued by GTW do not cover overall cleanliness and dryness at inaccessible vessel points.

11.3 Mandatory Contamination Claim Protocol: In the event of a suspected contamination or rejection issue, the Customer must immediately notify GTW and must not unload or disturb the tanker contents for sampling purposes, in order to avoid cross-contamination prior to inspection by an appointed insurance investigator. No GTW employee or representative has authority to accept or admit liability on behalf of GTW or its underwriters.

3. PROTECTION OF PERSONAL INFORMATION ACT (POPIA) PRIVACY POLICY & AGREEMENT

Germiston Tanker Wash (Pty) Ltd ("GTW") is committed to compliance with the Protection of Personal Information Act No. 4 of 2013 ("POPIA").

Definitions

"Personal Information" means information relating to an identifiable, living, natural person or juristic person, including financial information (provided by Customer or obtained via Credit Bureau / CIPC), contact details, physical address, email address, identifying numbers, and name.

"Data Subject" means each director, member, or shareholder of the Customer that is a natural person.

Terms & Undertakings

1. Consent to Credit Vetting & Bureau Reporting: The Customer consents to GTW:
    a) Performing a credit search on the Customer's record and Data Subjects with registered Credit Bureaus when assessing credit applications (and as needed ongoing);
    b) Recording the existence of the Customer's account with any Credit Bureau; and/or
    c) Recording and transmitting account conduct and performance details to Credit Bureaus and GTW's credit insurers.

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2. Default Disclosure Notice:

Information regarding creditworthiness, payment defaults, and account performance may be disclosed to other creditors or Credit Bureaus after 21 (twenty-one) days' written notice to the Customer.

3. Consent to Process Personal Information:

The Customer consents to the collection, processing, and storage of Personal Information for account opening and ongoing management.

4. Customer Warranties:

The Customer warrants and represents that:

a) It has concluded contracts with all Data Subjects obtaining explicit consent to process their Personal Information in credit vetting processes;
b) Processing is necessary for the legitimate business interests of GTW; and
c) All supplied Personal Information is accurate, complete, up to date, and not misleading.

5. Notification of Changes:

The Customer undertakes to immediately advise GTW in writing of any changes to Personal Information or ownership/control.

6. GTW Undertakings: GTW undertakes to:
   a) Act in accordance with POPIA without excessive processing;
   b) Keep Personal Information confidential and securely stored;
   c) Establish safeguards against security risks; and
   d) Notify the Customer in the event of any security or confidentiality breach.

7. Information Regulator Contact Details:

The Customer has the right to lodge a complaint with the Information Regulator if rights are breached:

a) Telephone: 012 406 4818
b) Address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001
c) Email: complaints.IR@justice.gov.za / inforg@justice.gov.za

4. TANKER REJECTION & CONTAMINATION OPERATING PROCEDURE

1. Purpose & Overview

This procedure outlines the mandatory steps to be completed when a tanker rejection or contamination notice is issued by a client, as well as the exact documentation required to perform an official investigation to validate any rejection or contamination claim.

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2. Client Rules

- Coastal Loading Notification Window: Tankers loading at coastal locations must report rejections or contaminations within 20 hours of the event.
- Local Loading Notification Window: Tankers loading locally must report rejections or contaminations within 8 hours of the event.
- No Telephonic Claims: Telephonic rejection or contamination notices will not be accepted under any circumstances.
- Notification Channels: WhatsApp notifications on the dedicated client group will be accepted as initial notice, provided that an official email containing all required documentation follows immediately for investigation and validation purposes.
- Mandatory Non-Tampering & Non-Unloading Directive: The tanker and its load must not be tampered with or unloaded under any circumstances until an insurance-approved investigator has inspected the tanker and taken formal samples of the load.

3. Procedure to be Followed by Client (Claim Submission)

To initiate a rejection or contamination claim, the client must follow these steps:

1. Immediate Shift Notification: Immediately notify the supervisor on shift via WhatsApp group, followed immediately by formal email.
2. Mandatory Rejection Email Contents: The client's notification email must contain all of the following details:

    a) Time, Date & Location of the rejection event.
    b) Copy of the Washbay Certificate issued by Germiston Tanker Wash.
    c) Photos/Videos showing the truck and tanker identification (registration/fleet numbers) and the specific problem areas identified as the cause of rejection/contamination.
    d) Tracking/Claim Reference Number and contact details of the person responsible for managing claim communications.
    e) Loading Point Inspection Documents.
    f) Location & Availability of Tanker/Product: Confirmation of where and when the tanker/product is available for physical sampling, ensuring full allowance for all investigating parties (GTW investigator and underwriters) to inspect and verify the claim.

3. Invalidation Warning: Any rejection or contamination claim that does not contain all required documentation, or fails to strictly follow the steps above, will be automatically rejected and invalidated.

4. Internal Workflow & Compliance (Supervisor / Compliance Officer)

Upon receiving a claim:

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1. The supervisor on shift forwards the claim to GTW Management and Insurance (for contaminations).
2. GTW coordinates with insurers and/or the washbay investigator to sample and inspect the tanker and load.
3. Supervisor validates that all required documentation is present and compiles a Non-Conformance Report (NCR) comparing certificate data, timestamps, registration numbers, seal status, and photos.
4. Corrective and Preventative Actions (CAPA) are implemented and reviewed after 2 weeks, followed by staff retraining based on Root Cause Analysis.

5. Executive Governance

This procedure is maintained every two years and strictly upheld under the executive management of KT Du Plessis (Managing Director at Germiston Tanker Wash).

5. DIGITAL CLIENT ONBOARDING & FICA / KYC REQUIREMENTS

To establish an account with GTW, corporate clients must complete the Credit Application Pack and submit the following mandatory Know Your Customer (KYC) / Financial Intelligence Centre Act (FICA) documentation:

Required Company Documents:

- Company Registration documents (CIPC / CM1 / CM22 / CoR 14.3 / CoR 15.1A)
- Proof of Registered Physical Address (< 3 months old)
- Proof of Operational Bank Account (Bank confirmation letter < 3 months old)
- Official Company Letterhead
- Income Tax Number / Tax PIN & Proof of VAT Registration (if applicable)
- Tax Clearance Certificate
- Board Resolution / Letter of Authority authorizing the signatory
- Ultimate Beneficial Owner (UBO) Extract / Ownership Declaration
- Share Registry / Share Certificates
- Articles of Association / Memorandum of Incorporation (MOI)
- Latest Audited Financial Statements

Required Controlling Persons Documents (Directors / Shareholders > 25%):

- Certified Copy of ID Document / Passport
- Proof of Residential Address (< 3 months old)
- Resolution / Authorisation (where applicable)