



manage energy better

GENERAL TERMS AND CONDITIONS OF SALE –

I. Definitions

- 1.1 “Contract” shall mean the terms and conditions agreed upon between the parties in writing as constituted collectively by Landis+Gyr’s tender, the terms and conditions contained in this document, Special Conditions, specifications, drawings and the terms and conditions contained therein, which shall be deemed to be incorporated in the Contract entered into between the parties.
- 1.2 “Date of Delivery” shall mean the date of delivery stated in the Contract.
- 1.3 “Delivery” shall mean delivery of Goods in terms of the Contract on or before the Date of Delivery.
- 1.4 “Goods” shall mean the goods supplied by Landis+Gyr being the machinery, plant, equipment, apparatus, products, materials, labour and service to be provided for the work to be performed as specified in the Contract.
- 1.5 “Purchaser” shall mean the natural person or juristic entity with whom Landis+Gyr has entered into this Contract for the supply of Goods.
- 1.6 “Landis+Gyr” shall mean Landis+Gyr (Pty) Ltd (Reg. No. 1994/007745/07).
- 1.7 “Special Conditions” shall mean other conditions of Landis+Gyr attached to or issued with these conditions.

II. The Tender

- 2.1 If Landis+Gyr issues a tender, the tender shall be valid for a period of 60 (sixty) days from the date of the tender, unless withdrawn at any time within the 30 (thirty) days prior to receipt of written acceptance from the Purchaser.
- 2.2 The quoted price is based upon the scope referred to in the tender. Should there be any variation in the total quantity of Goods ordered, Landis+Gyr reserves the right to amend the price.
- 2.3 In the event of contradiction between the terms and conditions of tender and the terms and conditions of this Contract, the terms and conditions of tender shall prevail. In the event that the terms and conditions of tender are silent on any aspect, the terms and conditions of this Contract shall prevail.

III. Modifications and Amendments

3.1 Any modifications and amendments to the Contract shall not be binding unless reduced to writing and signed by the parties.

3.2 In the event that Landis+Gyr accepts any order from the Purchaser that may contain any provisions that are inconsistent with or aim to vary or reject any of the conditions in this document, the terms and conditions contained in this document shall prevail, unless and to the extent only that Landis+Gyr expressly agreed in writing to any variation thereof.

IV. Prices

4.1 All quoted prices are net and therefore include all deductions and are valid ex works meaning that all charges incurred after the Goods are made available to the Purchaser at the premises of Landis+Gyr are for the account of the Purchaser. Costs associated with packaging the Goods will, however, be for the Purchaser’s account. In respect of imported Goods, prices are subject to any fluctuation in the applicable foreign exchange rate between the time of order and time of delivery.

4.2 Notwithstanding clause 4.1 above, the Purchaser shall be liable for all taxes and duties for the importation of Goods.

4.3 If the manufacture or Delivery of Goods are delayed or varied by an act or omission of the Purchaser, his agent, or contractor for whom the Purchaser is responsible, Landis+Gyr shall notify the Purchaser of any additional costs, which may be incurred as a result of such delay or variation. Such additional costs shall be for the Purchaser’s account of actual costs.

V. Payment.

5.1 Payment in full shall be made on or before the 15th day of the month following the date of invoice, unless otherwise agreed. Payment shall only be regarded as being received once Landis+Gyr have beneficial use of the payment (meaning that the money is reflected in the bank account of Landis+Gyr). All bank charges and commissions will be for the account of the Purchaser.

5.2 If Delivery is delayed by instructions or lack of instructions from the Purchaser, then payment shall be made within thirty (30) days after notification by Landis+Gyr that the Goods are ready for Delivery.

5.3 If Delivery is delayed as a result of circumstances beyond the control of Landis+Gyr, Landis+Gyr will furnish the Purchaser with a notification when the Goods are ready. Payment of 90% of the contract price applicable to the Goods referred to in the notice shall fall due and be paid fourteen (14) days after notification by Landis+Gyr that the Goods are ready for Delivery. The balance will be payable on Delivery or within three (3) months of the date of such notification whichever is the earlier.

5.4 Payments shall not be set-off against or withheld on account of any counterclaims of the Purchaser, unless this is agreed by Landis+Gyr in writing.

5.5 Should the Purchaser delay in respect of any payment due to Landis+Gyr then Landis+Gyr shall have the right, in addition to all other remedies

to which Landis+Gyr is entitled at law, to charge interest on the overdue amount at the rate of 3% per annum in excess of the interest rate prescribed by Standard Bank of South Africa's, lending rate for overdrafts above R100 000.00 calculated from the date of invoice to the actual date of full and final payment. Any payment by the Purchaser shall be credited first against any interest so accrued and the balance of payment, if any, shall be applied in reduction of the outstanding balance of the contract price. In the event of delay in any payment due to Landis+Gyr, Landis+Gyr may defer manufacture or Delivery or cancel any outstanding balance of the order.

5.6 Landis+Gyr reserves the right to demand an irrevocable and unconditional letter of credit acceptable by a South African bank as payment before Delivery is made.

5.7 Notwithstanding the provisions hereof payment shall become due immediately upon the Purchaser (being a natural person) committing any act of bankruptcy or if the Purchaser (being a juristic) commits any act, which entitles any person to apply to wind up the Purchaser or if a liquidator, administrator, controller, mortgagee in possession, receiver or similar officer is appointed over part or all of the Purchaser's assets.

5.8 The Purchaser shall be liable to and shall reimburse Landis+Gyr for all costs, including attorney and client costs, incurred by Landis+Gyr in the collection of any outstanding payments, and does further hereby absolve and hold Landis+Gyr harmless for any loss or damage sustained in or by reason of the collection of the said outstanding payments.

VI. Reservation of Ownership

6.1 Notwithstanding that the risk in the Goods sold shall pass to the Purchaser as provided in clause 11.1 hereof, ownership in all Goods supplied to the Purchaser will only pass to the Purchaser against full payment of all amounts owing by the Purchaser, pending which ownership shall vest exclusively in Landis+Gyr. If any of the Goods are incorporated into or used by the Purchaser as parts, components or materials in respect of any other product of the Purchaser before payment in full has been made for the Goods then the property in the whole of the product into which the parts, components or materials have been incorporated shall be and become that of Landis+Gyr and remain the property of Landis+Gyr until such time as payment in full has been made by the Purchaser.

6.2 Until ownership has passed to the Purchaser, the Purchaser is prohibited from giving the Goods in pledge or as security and resale of the Goods shall only be permissible in the Purchaser's ordinary course of business on the condition that the Purchaser receives payment from its customer or retains title so that the property is transferred to the Purchaser's customer only after fulfillment of Purchaser's obligation to pay.

6.3 In cases of breach of contractual obligations by the Purchaser, especially a delay of payment, Landis+Gyr shall be entitled to recover the Goods following a demand for payment. The Purchaser shall be obliged to return the Goods. The taking back, the assertion of the reservation of ownership or the seizure of the Goods by Landis+Gyr

shall not terminate the Contract unless this is explicitly stated by Landis+Gyr.

6.4 The Purchaser acknowledges that until his total indebtedness to Landis+Gyr is discharged, a fiduciary relationship exists between Landis+Gyr and the Purchaser.

6.5 In the event that the Purchaser sells the Goods to the Purchaser's customers before payment in full for the Goods has been made to Landis+Gyr then the Purchaser in a position of fiduciary shall:

- a) assign to Landis+Gyr the benefit of any claim against such customer(s);
- b) account fully to Landis+Gyr for the proceeds of the sale of the Goods sold or any part thereof until the Purchaser's total indebtedness to Landis+Gyr is discharged.

6.6 The Purchaser undertakes to indemnify Landis+Gyr against all claims by third parties brought against Landis+Gyr which arise from the on-supply by the Purchaser or any other person of any of the Goods to which the Contract relates.

6.7 The Purchaser accepts that it will have no claim against Landis+Gyr for any third party claim which is brought against the Purchaser which arises from the on-supply by the Purchaser or any other person of any of the Goods to which the Contract relates.

VII. Intellectual Property Rights

7.1 In the event of any claim or claims in respect of an infringement or any intellectual property rights, relating to any part of the Goods supplied by Landis+Gyr (other than a part based on a design specified by the Purchaser) Landis+Gyr will at their expense either replace or modify such part with a non-infringing part or procure for the Purchaser the right to use such a part provided that Landis+Gyr is given the full opportunity to conduct all negotiations in respect of such claim and such claim shall not be accepted by the Purchaser without prior written consent of Landis+Gyr. The Purchaser shall act in accordance with the reasonable instructions of Landis+Gyr, offer all reasonable assistance with negotiations or litigation and take such steps as Landis+Gyr may reasonably require to mitigate or reduce any loss, damages, costs or expenses. The Purchaser warrants that any design or instructions furnished or given by him shall not cause Landis+Gyr to infringe any intellectual property rights.

7.2 The Purchaser shall have no claim of whatsoever nature against Landis+Gyr arising out of or flowing from any damages suffered by the Purchaser or its customers:

- (a) as a result of any intellectual property right relating to any of the Goods sold, being infringed, cancelled, voided, breached or otherwise set aside or declared invalid;
- (b) if the Purchaser has been informed by Landis+Gyr that alternations or modifications are required to avoid such claim;
- (c) any alteration or modifications made to the Goods without Landis+Gyr approval;
- (d) the Purchaser's use of the Goods in combination with any equipment, products,

processes or materials if the infringement in question would have been avoided without such use;

(d) use of the Goods other than as directed or approved by Landis+Gyr in writing or otherwise in any manner not contemplated by the Contract;

(e) any breach of any of the terms of the Contract or any negligence, willful misconduct, or fraudulent act or omission by the Purchaser; or

(f) Landis+Gyr's use of, or compliance with, any designs, specifications materials, information or instructions provided by the Purchaser or any third party.

7.3 In the event of a claim arising as a result of any of the actions or omissions listed in clause 7.2 above, the Purchaser must indemnify Landis+Gyr against all costs, claims, losses, damages, demands and expenses (including all legal costs, fees and expenses) arising directly or indirectly out of any claims referred to in this clause 7.

7.4 To the fullest extent allowed by law, the provisions of clause 7.1 are the Purchaser's sole and exclusive remedy for any infringement, or claim of any infringement, referred to in clause 7.1.

7.5 The intellectual property rights held by Landis+Gyr, its affiliates and its licensors relating to Goods tendered or supplied by Landis+Gyr shall remain the absolute property of Landis+Gyr and its licensors. Landis+Gyr's designs and drawings shall not be reproduced or disclosed without Landis+Gyr's written consent. The Purchaser will not, without Landis+Gyr's previous written consent, copy or allow others to copy any drawings, Goods or part thereof supplied by Landis+Gyr.

VIII. Software

8.1 Landis+Gyr grants the Purchaser a non-exclusive, non-transferable license to use the software and related software documentation supplied in conjunction with the Goods, only on the designated hardware of the Goods.

8.2 Except as stated above, the Purchaser is not granted any other right with regard to the software documentation. Without limiting the foregoing, the license in particular does not include the right to modify, reverse engineer, create derivative works, otherwise use or sublicense the software and/or software documentation.

8.3 All copyright and other proprietary notices and legends placed on the software supplied by Landis+Gyr shall be maintained by the Purchaser.

IX. Drawings and Specifications

9.1 Unless expressly incorporated in the tender all descriptive and shipping specifications, drawings, dimensions and weights submitted with the tender are approximate only. In any event descriptions, illustrations and data contained in catalogues, price lists and other advertising matter are intended only to present a general idea of the work described therein and none of these shall form part of the Contract. Any performance figures given by Landis+Gyr are based on Landis+Gyr's

experience and are such as Landis+Gyr expects to obtain on test. Subject to recognised tolerances applicable to such figures, Landis+Gyr shall be under no liability for damages for failure to attain such figures unless Landis+Gyr specifically guarantees them in writing. Where Landis+Gyr has agreed to performance figures but fails to achieve such figures, Landis+Gyr shall make good such failure as provided for in clause 12 hereof. Landis+Gyr's liability, if any, shall in any case be limited as provided for in clause 17 hereof.

9.2 All drawings, specifications, other oral and written information, samples and the like provided by Landis+Gyr shall remain the property and are the copyright of Landis+Gyr and shall be regarded as confidential and shall not be disclosed to any third party except with the prior written consent of Landis+Gyr.

9.3 The Purchaser shall be responsible for and bear the cost of any alteration to the Goods arising from any discrepancy, error or omission in any drawings, specification or other information supplied or approved by the Purchaser.

X. Terms of Delivery

10.1. Where:

(a) the Contract does not include installation, any period quoted for Delivery shall commence from the date of receipt by Landis+Gyr of a written order which is in accordance with the conditions of the Contract and which provides Landis+Gyr with all the necessary technical and commercial information, drawings, permits, licenses, etc to enable Landis+Gyr to commence with the work.

(b) the Contract includes installation, Special Conditions for "erection and installation" shall apply in addition to those referred to in clause 10.1 (a) above.

10.2 Notwithstanding any specific additional agreement as mentioned in clause 10.3 below, the completion/Delivery date or period shall be extended in respect of any delay caused as a result of any force majeure event (impossibility of performance due to circumstances beyond the control of Landis+Gyr) including, strike, lockout, industrial dispute (whether involving its own workforce or a third party), fire, explosion, flood, earthquake, tsunami, adverse weather conditions, war, mobilisation (act of assembling troops for war), civil disorder, requisition (official order laying claim to materials and property), embargo, currency restrictions, insurrection (act of rebellion against civil authority or government), import restrictions, shortage of transport, general shortage of materials, restrictions in the use of power, breakdown of plant or machinery, default of suppliers or subcontractors, variation to order, change in law, or any other cause beyond the reasonable control of either Landis+Gyr or any of Landis+Gyr subcontractors or as provided for in these conditions. Either party shall be entitled by giving written notice to the other to terminate any order or the Contract without prejudice to any of their accrued rights should such force majeure event under this clause 10.2 continue for more than 90 (ninety) consecutive days.

10.3 All Dates of completion/Delivery shall be treated as approximate dates only and the Purchaser

shall not be entitled to cancel the Contract nor have any claim of whatsoever nature against Landis+Gyr arising or flowing from delays in Delivery/completion, howsoever caused. If agreed upon to the contrary, in writing, in advance and in the event of delay caused by reasons other than those covered in clause 10.2 hereof and if as a result of such delay the Purchaser suffers loss, the Purchaser is entitled for each complete week of delay to a refund of the amount payable in terms of the Contract for the relevant Goods at the rate of 0.1% per week, but not more in aggregate than a total of 3% of the contract price of that portion of the Goods which are delayed. Such payment shall be in full satisfaction of any loss suffered by the Purchaser due to such delay and shall be *in lieu* (a substitute) of any other right the Purchaser may have against Landis+Gyr arising out of or in connection with the delay in Delivery.

10.4 Unless otherwise stated in the tender, the Goods are supplied ex works as per International Commercial Terms published by the International Chamber of Commerce 2010 (INCOTERMS 2010) meaning Landis+Gyr has fulfilled all its obligations to deliver when it makes the Goods available at its premises and delivery to a carrier, including loading, shall constitute delivery to the Purchaser. The carrier's vehicle shall be of a type allowing vertical or horizontal access for loading as required by Landis+Gyr. Where the Contract includes installation, Delivery shall be deemed to take place upon completion of the installation.

10.5 If Delivery is required other than ex works, INCOTERMS 2010 will apply and Landis+Gyr may, at Landis+Gyr's discretion, agree to act as agent for the Purchaser in this matter and all costs for carriage and insurance will be for the Purchaser's account.

10.6 If the Purchaser claims that the Goods were not Delivered and/or the quantity and/the value thereof is not in accordance the Contract, the Customer will be required to provide reasonable proof thereof as soon as reasonably possible and in any case no later than 10 (ten) days after Delivery.

10.7 If after a period of fourteen (14) days from the date of notification that the Goods are ready for Delivery, Delivery is delayed for any reason beyond Landis+Gyr's reasonable control, Landis+Gyr shall be entitled at Landis+Gyr's option to arrange suitable storage at Landis+Gyr's premises or elsewhere and shall take reasonable measures to protect the Purchaser's interest in the Goods. The Purchaser shall accept costs of storage, insurance, demurrage, handling and other charges at the rate of 0.5% of the price for the Goods and any other costs Landis+Gyr might incur, payable monthly in arrears. Where the Contract includes installation, the Purchaser shall be liable for all extra costs, including salaries and wages and traveling expenses, caused by such delay.

10.8 Landis+Gyr reserves the right to make partial Deliveries and to separately invoice the same unless otherwise agreed.

10.9 Goods showing minor faults which have and successfully passed the tests may not be rejected or delayed by the Purchaser.

10.10 Unless otherwise stated in the tender the Goods will be packed in accordance with Landis+Gyr's customary standard of packing, and the cost thereof will be for the Purchaser's account. Any

special packing required by the Purchaser will likewise be for the Purchaser's account.

10.11 Landis+Gyr will not be obliged to keep consignment stock of goods purchased by Purchaser.

XI. Passing of Risk and Title

The risk in the Goods shall pass to the Purchaser as follows:

11.1 Where the supply offered does not include installation, the risk passes when the Goods leave the premises of Landis+Gyr. At the request and expense of the Purchaser, Landis+Gyr will insure Goods dispatched against breakages, and damages in transit or through fire. In any event Landis+Gyr's liability shall be limited to the extent of such insurance.

11.2 Where the Goods offered include installation, risk shall pass on the day the Goods have been installed. Where a trial run has been agreed upon, risk passes after the trial run has been satisfactorily completed. This presupposes that the trial run or installation at the Purchaser's own plant will take place immediately following installation. If either the trial run or installations are delayed for more than 14 (fourteen) days, the risk for the period of delay shall be transferred to the Purchaser.

11.3 If dispatch or Delivery is delayed at the request of the Purchaser, the risk for the period of delay will be transferred to the Purchaser from the day of readiness for dispatch. Landis+Gyr shall effect insurance if so requested by the Purchaser, at the Purchaser's expense.

XII. Warranty

12.1 Landis+Gyr warrants that all Goods manufactured by it and sold in terms hereof, shall be free from defects in material and workmanship under normal use and service.

12.2 Landis+Gyr records that its obligations under the above mentioned warranty is limited to repairing at its option any part or parts thereof, which are returned to Landis+Gyr within 12 (twelve) months after the Date of Delivery, for examination and which upon examination to Landis+Gyr's satisfaction are demonstrated to be defective. Landis+Gyr will make the repair or replacement of defective parts without charge for the parts and labour. Where in accordance with subclause 12.3 (a) below, the Purchaser has notified Landis+Gyr of an alleged defect, the Purchaser shall, if Landis+Gyr so requires, promptly, and at its own expense and risk return the defective part(s) to the factory (as specified by Landis+Gyr) free-of-charge for repair. The removal of the defective part and the installation of any repaired or replacement part shall be performed by the Purchaser at his own expense. Where any defective part(s) has been replaced, such part(s) shall become the property of Landis+Gyr.

12.3 The provisions of the above mentioned warranty shall not be applicable if any of the following events occur:

- (a) if the Purchaser fails to report the defect in writing within seven (7) days of the alleged defect occurring;

(b) if the Purchaser fails to grant Landis+Gyr adequate time and opportunity to carry out all work which Landis+Gyr may deem necessary;

(c) if the Purchaser has failed to fulfill any of its obligations in terms of the Contract;

(d) if the defect is due to fair wear and tear, willful damage, negligence, misuse of the Goods, or chemical and electromechanical influences beyond Landis+Gyr's control;

(e) such goods have not been properly handled and used and has not been operated and maintained in accordance with instructions issued by Landis+Gyr;

(f) such defects are caused by incorrect use of operating material or lubricants, faulty or unsuitable civil or mechanical work;

(g) if any repairs or alterations were carried out by the Purchaser or third parties;

(h) the Goods differ from their specification as a result of changes made to ensure that they comply with applicable statutory or regulatory requirements; or

(i) the defect has been disclosed by Landis+Gyr.

12.4 The onus of proving that the warranty conditions have been complied with shall rest on the Purchaser.

12.5 In the case of Goods not manufactured by Landis+Gyr, the Purchaser is exclusively entitled to the benefits and guarantees given by Landis+Gyr's subcontractors or suppliers.

12.6 Landis+Gyr warrants that the Goods comply with the Occupational Health and Safety Act (OHSA) requirements for certain electrical products as specified in SABS 0142. Upon request authorisation certificates can be provided to the Purchaser. By accepting Delivery, the Purchaser hereby accepts that in terms of Section 10(4) of the OHSA, the Goods, when properly used, will comply with prescribed requirements and will be safe and without risks to health.

12.7 Save to the extent that it has done so expressly and specifically, in response to an indication from the Purchaser as to the specific intended use of the Goods, Landis+Gyr does not make any representations nor give any warranty or guarantee of any nature whatsoever in respect of the Goods, including any warranty that the Goods are fit for a particular purpose. The Purchaser warrants that it has used its own expertise and knowledge in selecting the relevant Goods for purchase and assessing their fitness for the Purchaser's required purpose, and that to the full extent permitted by law has not relied on any statement or representation made by Landis+Gyr other than as set out in the Contract.

12.9 The Warranties given under Clause 12 are the sole and exclusive warranties given by Landis+Gyr. To the fullest extent permitted by law, and except as set out in the Contract, all warranties and conditions, whether express, implied or verbal, statutory or otherwise, whether arising under the Contract or at law, are excluded including, without

limitation, the implied warranties of merchantability, non-infringement and fitness for purpose.

XIII. Transfer of Contract Rights

Landis+Gyr shall be entitled to accede, assign and transfer all its rights and obligations in terms of this Contract to any other person and by concluding this Contract the Purchaser gives its consent to any such accession or assignment. The Purchaser shall not be entitled to accede, assign and transfer any of its rights and obligations in terms hereof without the prior written consent of Landis+Gyr.

XIV. Cancellation

14.1 A contract may be cancelled, varied or suspended only by notice in writing and only if Landis+Gyr accepts such notice in writing. In the event of such cancellation, variation or suspension the Purchaser shall compensate Landis+Gyr for any costs or loss incurred including but not limited to loss of profit. Landis+Gyr may terminate the Contract or and order at any time by giving 1 (one) months' prior written notice to the Purchaser.

14.2 Notwithstanding anything herein contained, should the Purchaser breach any of the terms and conditions of the Contract (whether material or not) and fail to remedy such breach within 10 days of dispatch of written notice requiring it to do so or should a provisional order of sequestration or liquidation or should default judgment be obtained against the Purchaser, Landis+Gyr shall have the right, notwithstanding any previous waiver, to claim payment of the full balance then owing by the Purchaser or to cancel the Contract, retain all monies paid, take possession of all Goods delivered without prejudice to any claim for damages.

XV. Legal Interpretation, Venue

The construction and interpretation of this Contract and all rights and obligations flowing therefrom or arising out of breach thereof shall be in accordance with the law in the Republic of South Africa and the parties hereby consent to the non-exclusive jurisdiction of the Witwatersrand Local Division of the High Court of South Africa, in regard to any dispute that may arise out of or flow from this Contract.

XVI. Invalid Conditions; Other Terms and Conditions

16.1 In the event of one or more clauses of these conditions or any included in Landis+Gyr's tender being held by a court of law to be legally invalid or unenforceable, the remainder of such conditions shall be in no way affected.

16.2 Goods will be accepted for credit only by prior agreement confirmed by a return delivery note number or to the extent that they have been wrongly or over supplied. Returned Goods shall be delivered to Landis+Gyr free of charge, in good order and condition, unused and in the original packaging, accompanied by a dispatch note, the return delivery note, stating the original invoice number, date of supply and reason for return. Except where Goods have been wrongly or over supplied, a charge as determined by Landis+Gyr will be made for handling costs. Goods made or imported to special order cannot be returned or credited unless they are not to specifications or otherwise not in accordance with any expressed or implied terms of the Contract.

XVII. Liability

17.1 Landis+Gyr, its directors or any of its employees, agents or servants, shall not be liable whether in contract, delict or otherwise arising from any cause whatsoever, whether occasioned by negligence or otherwise, for any injury, death, damage or loss, including consequential damage or loss, arising out of or in connection with this Contract, the Goods supplied pursuant hereto including any defects therein or anything connected herewith or any other work related hereto.

17.2 Landis+Gyr's total liability to the Purchaser under or in connection with the Contract and the respective order will not in any circumstances exceed an aggregate amount of 10% of the amount payable by the Purchaser to Landis+Gyr under the respective order.

17.3 Notwithstanding any other clause in the Contract, Landis+Gyr shall under no circumstances be liable to Purchaser for any loss of profits, revenue, interest or goodwill, loss or corruption of data, loss of or interruption to the Purchaser's business, or economic, special, indirect or consequential loss or damage.

17.4 The Purchaser's remedies set out in the Contract are the sole remedies for any breach by Landis+Gyr and to the exclusion of any remedy at law.

XVIII Wassenaar Agreement

18.1 This Contract is fully conditional upon the Goods end use being in South Africa. Should the Goods be destined for export or re-export then:

(a) Landis+Gyr shall be notified in writing in each case; and

(b) Goods shall only be exported or re-exported if there are no impediments regarding export from South Africa imposed by South African, German or United States export regulations. In the event of re-export, compliance with the legal export regulations of the country of delivery and/or the relevant country of manufacture of the Goods is the responsibility of the Purchaser and the Purchaser shall not hold Landis+Gyr liable for any breach of such laws or regulations.

18.2 The Purchaser must not, and may not permit a third party to export, re-export or otherwise transfer the Goods to any United States sanctioned or embargoed nation or person. The Purchaser understands and agrees that the Goods may be subject to United States export control laws and regulations and export or import regulations in other countries and that compliance with all such laws and regulations is the responsibility of the Purchaser.

18.3 The Purchaser warrants that it holds all licences, permits and approvals necessary to purchase and use the Goods and that no restriction of any kind prevents the Purchaser from entering into any agreement or arrangement for the purchase or resale of the Goods.

18.4 Any breach or alleged breach of this condition gives Landis+Gyr the right to immediately

suspend, postpone or cancel, at its sole discretion, the order or any undelivered portion thereof.

XIX. Bankruptcy, Liquidation

If the Purchaser:

19.1 being a person, dies or commits an act of bankruptcy; or

19.2 being a company, takes or shall have taken against it any action for the winding up of the company or the placing of the company under official management or receivership other than for purposes of reconstruction or if a receiver, manager, controller, liquidator, administrator, mortgagee in possession or similar officer is appointed over part or all of the Purchaser's assets:

then Landis+Gyr, at its option and without prejudice to any other rights it may have under the Contract or in law, shall give notice in writing to the Purchaser and after fourteen (14) days from such notice may, unless otherwise provided by law,

(a) terminate the Contract or suspend manufacture or Delivery of any Goods then outstanding;

(b) retain any security given or moneys paid by the Purchaser and apply this against the assessed loss and damages incurred by Landis+Gyr in the performance of the Contract.

XX. Indulgence

No act of relaxation, indulgence or grace on the part of Landis+Gyr shall in any way operate as or be deemed to be a waiver by Landis+Gyr of any of its rights in terms of the Contract or a notation thereof.

XXI. Confidentiality

21.1 Except as permitted or required by the Contract, each party must not without the other party's express prior written consent, use or disclose to any other person, any of the other party's Confidential Information.

21.2 In this clause 21 "Confidential Information" of a party ("Discloser") means any information, whenever disclosed, relating to the business, know-how, products, services, customers, suppliers or other affairs of the Discloser or any members of its group (including any such information made available to the Discloser by any third party) but excluding any information which is: (i) publicly known or becomes publicly known other than by breach of the Agreement or any other obligation of confidentiality; (ii) disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party; or (iii) developed independently by the other party without reliance on any of the Discloser's Confidential Information.

21.3 Each party may disclose the Confidential Information of the other party when required to do so by law or any regulatory authority, including any stock exchange on which it or any other member of its group is listed, provided that, to the extent that it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible, and where notice of disclosure is not prohibited, and takes into account the reasonable requests of the

other party in relation to the content of such disclosure.

21.4 Each party may disclose the Confidential Information of the other party to its personnel whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person to whom such disclosure is made: (a) is informed of the confidentiality of the information; and (b) complies with the obligations of confidentiality under the Contract as if they were bound by them.

21.5 Neither party may disclose the terms of the Contract to any person except in accordance with the provisions of clauses 21.3 or 21.4.

21.6 Each party must establish and maintain effective security measures to prevent any unauthorised use or disclosure of, or unauthorised access, loss or damage to, the Confidential Information of the other party.

XXII. Notices

22.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 22, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

22.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, 1 business day after transmission.

XXIII. Compliance

23.1 The Purchaser warrants that at all times it will fulfil its obligations set out in the Contract in strict compliance with all applicable laws and regulations, including for environment, health and safety as well as export control.

23.2 The Purchaser hereby agrees to adhere to Landis+Gyr's Code/Standards of Conduct (which can be found at <http://www.landisgyr.com/about/corporate-social-responsibility/>) and undertakes to comply with its provisions, and to ensure, when applicable, that each entity of the group it belongs to complies with such provisions.

23.3 The Purchaser warrants that it has not directly or indirectly paid any commission, fees, 'kick-backs' or granted any rebates to Purchaser's customers, Landis+Gyr officers or employees or any other third party, or made any gifts, entertainment or any other non-monetary favours or other arrangements.

23.4 Any breach of this clause 23 by the Purchaser shall be considered to be a material breach. The Purchaser shall indemnify and hold harmless Landis+Gyr from and against all claims,

loss or damage arising in connection with the Purchaser's breach of its obligations under this clause 23.

XXIV. Miscellaneous

24.1 The United Nations Convention on Contracts for the International Sale of Goods (1980) (as amended from time to time) shall be excluded.

24.2 A person who is not a party to the Contract shall not have any right under or in connection with it.