

Greenchain Group Terms & Conditions

1. General Terms & Conditions

1.1 Ownership

Notwithstanding delivery of any goods to the client, ownership of the water treatment plant will not pass to the client until Greenchain has received payment in full for all goods and services associated with the manufacture, installation, and commissioning of the water treatment plant. If final settlement has not been received within six months after practical completion of the plant, Greenchain reserves the right to recover and sell the plant or any part thereof to recover costs. The client will forfeit their deposit and/or any amounts paid to date.

1.2 Warranty, Liability, and Indemnity

1.2.1 Greenchain warrants the equipment against defective materials and workmanship for a period of one (1) year from the date of completion, fair wear and tear excluded. The warranty is subject to the following conditions:

- The purchase price as well as all other due fees associated with the water treatment plant have been paid in full.
- The equipment has been correctly operated in accordance with the documentation or agreements supplied.
- The equipment has not been subjected to undue climatic conditions beyond its design capacity. This includes but is not limited to rain, spray, wind, heat and dust.
- The warranty specifically excludes any damage caused by the client or client's representative, or any damage that is beyond the control of Greenchain.

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- The warranty does not apply to our electrical panels and equipment connected to poor quality electrical supplies such as generators, farms, solar, batteries etc. These electrical supplies can provide unbalanced phases with varying voltages. If electrical instruments and motors are damaged whilst on these supplies, we will not be able to honour our guarantees.
- The warranty does not apply to our electrical panels and equipment damaged by load shedding events, as these events can create voltage and current surges. If electrical instruments and motors are damaged during a period of known load shedding, we will not be able to honour our guarantees.
- Components warranted by suppliers will be returned for inspection and repair to the relevant supplier and Greenchain reserves the right to charge for labour involved and/or for invalid claims.

1.2.2 Greenchain's liability to the client will in any event and under all circumstances be limited to the costs of remedying any defective workmanship, repairing any defective goods, or replacing any defective goods not capable of repair. Greenchain will under no circumstance whatsoever be liable for any loss of profit or any damages of whatsoever nature, direct or indirect, consequential or otherwise, suffered by the client or any other person or entity, whether or not caused by the negligence of Greenchain, its agents or employees. Greenchain's professional liability will be limited to R1 000 000 (one million Rand).

1.2.3 Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, liabilities, damages, losses, and expenses (including legal fees) arising out of or in connection with any third-party claim relating to the performance of this agreement, except to the extent caused by the gross negligence or willful misconduct of the indemnified party.

1.3 Variations

Additional work, equipment or features requested by the client or consultant will be treated as Variation Orders (VO). Greenchain will price the VO for approval and will only proceed once the financial and time implications of the VO have been approved.

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1.4 Subcontractors

Greenchain reserves the right to appoint subcontractors to perform any part of the services under this agreement. Greenchain remains responsible for the performance of its subcontractors and shall ensure that they are suitably qualified and comply with the terms herein. The client may not object to subcontractor use.

Greenchain shall not be liable for any loss, damage, or expense arising from any act or omission of its subcontractors beyond what is recoverable from the subcontractor under their contract with Greenchain. The client agrees that any additional liability for subcontracted work shall be covered by the client's own insurance where applicable.

1.5 Payment Terms

Refer to the proposal document for the payment terms of the offering. Unless otherwise stated in the proposal document, or agreed with the client, terms are as follows:

- 50% deposit on acceptance of this proposal
- 40% on successful Factory Acceptance Test before delivery
- 10% on handover of documentation and/or commissioning of the system on site
- Variation orders will be invoiced on their signed acceptance

Greenchain will only commence with the project once the deposit reflects in our bank account.

No allowance for an Advanced Payment Guarantee (APG) has been made. All costs involved in obtaining an APG will be treated as a VO. Interest at 1% per month will be charged after 30 days on late payments.

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1.6 Delivery

1.5.1 Purchasing, manufacturing and transport of the water treatment plant is dependent on the type of the water treatment plant, size of the water treatment plant and the destination to which it has to be transported. Refer to the proposal document or written agreements for the delivery details.

1.5.2 Delivery timelines shall be agreed upon in writing. Greenchain will not be liable for delays caused by factors beyond its control, including force majeure events. If delays are anticipated, Greenchain will notify the client and offer alternative solutions where feasible.

1.5.3 Upon delivery of the water treatment plant, the client shall inspect the product within [7 days]. If no concerns are raised in writing within this period, the product shall be deemed accepted. Any issues identified during the inspection period shall be addressed by Greenchain within a reasonable timeframe

1.7 Delays

If long lead times are experienced on certain mechanical and electrical equipment, the client will be informed of expected delays or given an option to change the equipment to a similar approved product. Export or import, shipping and transport delays are not under the control of Greenchain and thus, Greenchain will not be held responsible for such delays. Severe weather, strikes, coups, terrorism, war, COVID etc. (considered Force Majeure) or any such events that result in delays are out of the control of Greenchain and thus Greenchain will not be held responsible for such delays. Any interference with our construction sequence or programme by the consultant or client could result in abortive or additional costs to the project.

1.8 Client Responsibilities

Refer to the proposal document or written agreement for specific client responsibilities. At a minimum the client and/or main contractor will be responsible for the provision and/or installation of:

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- Placement of the proposed equipment in the planned location, free of underground or overhead piping and cables.
- Suitable and appropriate access for the delivery and installation of the plant.
- Suitable and secure storage for tools and plant equipment on site.
- Suitably sized and well-ventilated area with a roof for the placement of the water treatment plant equipment, electronics and controls, which provides shelter from the elements.
- The client is responsible for all the pipework, mechanical, electrical and storage tanks to and from the water treatment plant unit.
- Sufficient and appropriate electrical power must be supplied to the plant for installation, commissioning and operation with necessary transformers and breakers.
- Water reticulation equipment to and from the water treatment plant not provisioned for in the offering.
- Environmental and discharge licences and permits for the facility.
- Any special permits example excavation permits, work permits, required for Greenchain's employees (including subcontractors) to perform work associated with the commissioning of the water treatment system.
- Disposal of all solid and liquid waste from the construction site of the water treatment plant.
- Suitable ablution facilities for Greenchain's employees (including subcontractors) for the duration of installation and commissioning of the water treatment plant.
- If no power and ablution facilities are available on site, Greenchain has the right to hire an appropriately sized generator and portable toilet on the client or main contractor/client account.

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- A representative to assist in coordinating activities which may require support from the client.

2. Breach Clause

2.1 A party shall be in breach of this agreement if it fails to fulfill any of its material obligations under this agreement. The non-breaching party may, upon giving [14 days] written notice, seek remedies including but not limited to:

- 2.1.1 Suspension of performance under this agreement;
- 2.1.2 Termination of the agreement;
- 2.1.3 Claim for damages, including consequential losses;
- 2.1.4 Recovery of reasonable costs incurred as a result of the breach

3. Termination Clause

Either party may terminate this agreement by providing 30 days' written notice to the other party. In the event of a material breach, the non-breaching party may terminate this agreement immediately upon written notice if the breach is not remedied within 14 days of receiving a notice to remedy.

4. Acceptance Of Offer

If no concerns are raised and/or the deposit is paid, it is understood that the Terms and Conditions of this appointment are accepted.

5. Document Version

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