



Technical Services (Pty) Ltd

Reg. No. 2010/017002/07

VAT: 4960259523

Email: info@qtsmining.com

**International Involvement in Engineering,
Mining and Drilling**

Advanced NDT including Rope Access

Pressure Vessel Inspections

Pressure Equipment Fitness-for-Service Assessments

Vibration and Infrared Condition Monitoring

Mechanical Condition Assessment

Inspections of Earthmoving Equipment

Risk Assessment Facilitation

Quality Assurance and Rope Condition Monitoring

Registered address:

12 Palala Road

Wilropark

1724

South Africa

Tel: +27 11 540 0134

+27 79 886 8666

+27 82 551 8834

Fax: 086 669 1403

Terms & Conditions

1. Definitions

In this Agreement, the following words and expressions shall, unless otherwise stated or inconsistent with the context in which they appear, have the following meanings:

1.1 "Accepted Proposal"

means a Proposal which has been accepted by the Client in Writing and which constitutes an Annex to these General Terms and Conditions;

1.2 "this Agreement"

means these General Terms and Conditions and all Annexes hereto (as amended and varied in Writing from time to time), which collectively constitute the whole agreement between the Service Provider and the Client;

1.3 "Annex"

means any document attached to these General Terms and Conditions and/or the Accepted Proposal, as the case may be;

1.4 "Business Day"

means any day other than a Saturday, Sunday or an official public holiday in the Republic of South Africa;

1.5 "Client"

means the entity identified in the Accepted Proposal to whom the Service Provider shall render the Services;

1.6 "Commencement Date"

means the date upon which the Proposal is accepted and duly signed by the Client;

1.7 "Confidential Information"

means any technical, commercial, scientific, marketing or business information, any documentation, know-how, trade secrets, marketing strategies, processes, machinery, designs, technical specifications, development plans, concepts and ideas, financial information, client information or records, business plans, client and vendor lists, products, analysis, test results, descriptions, drawings, computer software, programming, hardware configurations, systems, materials and/or data and all other information of any kind or nature, proprietary to or a trade secret of a Party, whether or not formally designated as confidential and whether in written, oral, magnetic, or machine readable or other format.

1.8 "Event of Force Majeure"

means any event or circumstance whatsoever which is beyond the reasonable control of the Affected Party (as that term is defined in clause 15), including without limitation: vis major, casus fortuitus, acts of God, strike, theft, fire, explosion, accident, breakdown of machinery or facilities, riot, insurrection or other civil disorder, sabotage, blockade, embargo, boycott, war (whether declared or not) or military operations, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control and shortage of transport facilities;

1.9 "General Terms and Conditions"

means the terms and conditions set out in this document;

1.10 "Manager"

means the person appointed by the Client in terms of clause 7.2;

1.11 "Month"

means one calendar month;

1.12 "Nominated Sub-Contractor"

means any Sub-Contractor nominated by the Client in terms of clause 6.1.4;

1.13 "Parties"

means individually and collectively, the Service Provider and the Client, and "Party" means either one of them;



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1.14 "Prime Rate"

means the rate of interest (nominal annual compounded monthly in arrears) from time to time published by the Service Provider's bank as its prime overdraft lending rate (a certificate from any manager of that bank, whose appointment or authority need not be proved, as to the prime rate at any time and the usual way in which it is calculated and compounded at such time shall, in the absence of manifest or clerical error, be final and binding on the Parties);

1.15 "Project Leader"

means the person appointed by the Service Provider in terms of clause 7.1;

1.16 "Proposal"

means a Written proposal prepared by the Service Provider and addressed to the Client, identifying and circumscribing the nature and scope of the Services to be rendered by the Service Provider and the Service Fees associated therewith;

1.17 "Representatives"

means in relation to any person, that person's employees, representatives, officers, directors, agents, contractors and sub-contractors;

1.18 "Services"

means the services to be rendered by the Service Provider to the Client in terms of this Agreement, as identified in the Accepted Proposal;

1.19 "Service Fees"

means collectively, the fees, costs and disbursements associated with the Services as specified in the Accepted Proposal, which for the purposes of this Agreement shall include any additional disbursement expenses contemplated in clause 8.5, payable by the Client to the Service Provider in accordance with this Agreement;

1.20 "Service Provider"

means QUEST TECHNICAL SERVICES (PTY) LTD, and its Representatives, successors-in-title and permitted assigns;

1.21 "Sub-Contractor"

means any person contracted by the Service Provider to render or assist in rendering, in whole or in part, the Services;

1.22 "VAT"

means value-added tax calculated and levied in terms of the VAT Act;

1.23 "VAT Act"

means the Value-Added Tax Act, 1991 (Act 89 of 1991), as amended from time to time; and

1.24 "Writing"

means any manuscript, typewritten or printed statement, signed by an authorized Representative of either of the Parties, as the case may be, including any facsimile or e-mail.

2. Appointment

The Client hereby appoints the Service Provider to render the Services, and the Service Provider accepts such appointment.

3. Conflicts

3.1 To the extent that there is any discrepancy, ambiguity or conflict between the General Terms and Conditions and any Annex (other than the Accepted Proposal), the provisions of the General Terms and Conditions shall prevail.

3.2 To the extent that there is any discrepancy, ambiguity or conflict between the General Terms and Conditions and the Accepted Proposal, the provisions of the Accepted Proposal shall prevail, except if such discrepancy, ambiguity or conflict relates to clauses 10 and 11 of the General Terms and Conditions, in which event clauses 10 and 11 of the General Terms and Conditions shall prevail.

4. Relationship

The relationship between the Service Provider and the Client is that of an independent contractor and client, and nothing in this Agreement, whether expressed or implied, shall:



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- 4.1 be construed as creating an employment or labour broking relationship between the Parties or their Representatives;
- 4.2 be construed as creating a partnership;
- 4.3 constitute either Party as an agent or representative of the other Party; or
- 4.4 entitle either Party to bind the other Party, or to represent to any third person that it has the authority to bind the other Party or to confer any obligation on the other Party, unless specifically mandated to do so in Writing by the other Party.

5. Non-exclusivity

The appointment of the Service Provider shall be on a non-exclusive basis and without derogating from the generality of the foregoing, the Service Provider shall be entitled to render to third parties services which are identical or similar to the Services Duration.

This Agreement shall commence on the Commencement Date and shall endure indefinitely or until:

- 5.1 the date on which it is expressly recorded in the Accepted Proposal that the Agreement shall terminate; or
- 5.2 the date on which the Project Leader issues a completion certificate as provided for in the Accepted Proposal; or
- 5.3 the date upon which the Services are no longer required to be rendered to the Client pursuant to the Accepted Proposal; or
- 5.4 this Agreement is validly terminated in accordance with the provisions of clause 16 or such other provision of these General Terms and Conditions or the Accepted Proposal as may be applicable.

6. Services

6.1 Rendering of services

- 6.1.1 The Services shall be rendered by the Service Provider in terms of, and subject to, this Agreement.
- 6.1.2 The Service Provider shall render the Services in a good and workmanlike manner and in accordance with generally accepted professional standards applicable to the Services.
- 6.1.3 The Parties acknowledge and agree that the Service Provider may sub-contract any part or the whole of the supply of the Services to a Sub-Contractor, provided that, subject to the provisions of clauses 10 and 11, the Service Provider shall remain liable to the Client for the due performance of any sub-contracted Services in accordance with the terms of this Agreement.
- 6.1.4 The Client may request the Service Provider to sub-contract any part or the whole of the supply of the Services to a Nominated Sub-Contractor, which request the Service Provider shall accept or deny at its sole discretion.

6.2 Variation of Services

- 6.2.1 The Service Provider shall render the Services as specified in the Accepted Proposal, unless the Client requests that the Services be rendered differently. Such request by the Client shall be made in Writing, and shall be subject to acceptance by the Service Provider in Writing. Should the Service Provider so accept the requested variation, subject to clause 6.2.2 this Agreement shall be amended accordingly, and the Service Provider shall then render the Services in accordance with this Agreement as amended.
- 6.2.2 Should a variation of this Agreement as contemplated in clause 6.2.1 require, in the opinion of the Service Provider, an increase in the Service Fees, such increase shall be agreed between the Parties and incorporated into this Agreement by Written amendment. In the event that the Parties are unable to agree an increase in the Service Fees, the variation to the Services contemplated in 6.2.1 shall be null and void.

7. Co-ordination and Management

7.1 Project Leader

- 7.1.1 The Service Provider shall appoint a Project Leader who shall be responsible for the coordination and management of the Services (and who shall be deemed to have complete authority in this regard). The Service Provider shall promptly advise the Client in Writing of the identity of the Project Leader.
- 7.1.2 The Project Leader shall be entitled to appoint such number of assistants as are necessary to render the Services efficiently, and may delegate to them in Writing such powers, duties and functions as the Project Leader shall consider necessary.
- 7.1.3 The Service Provider shall be entitled, in its sole and absolute discretion, to change the appointment of the Project Leader from time to time, and will promptly advise the Client in Writing of any such change.

7.2 Manager

- 7.2.1 The Client shall designate and appoint a Manager, who shall represent the Client in all respects under this Agreement (and who shall be deemed to have complete authority in this regard), including inter alia, to transmit any instructions to the Project Leader, to interpret, define and convey the Client's policies and decisions with regard to the Services and to receive

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information from the Project Leader in relation thereto. The Client shall promptly advise the Service Provider in Writing of the identity of the Manager.

- 7.2.2 The Manager shall be entitled to appoint such number of assistants as he deems necessary, and may delegate to them in writing such powers, duties and functions as the Manager may consider necessary.
- 7.2.3 The Client shall be entitled, in its sole and absolute discretion, to change the appointment of the Manager from time to time, and will promptly advise the Service Provider in writing of any such change.

8. Service fees

The Client shall pay to the Service Provider the Service Fees in consideration for rendering the Services, as follows:

8.1 Invoices

As soon as reasonably possible after the end of each Month, the Service Provider shall submit an invoice to the Client, reflecting the Service Fees in respect of the Services rendered during that Month, as well as any balance brought forward or carried over in respect of previous Months.

8.2 Payment

- 8.2.1 The Service Fees due to the Service Provider shall be paid in full on the dates agreed to between the Parties as reflected in the Accepted Proposal, or within thirty (30) days of the date of issue of any invoice.
- 8.2.2 If any amount which is due and payable in accordance with this Agreement is not paid or discharged on the due date therefore, the outstanding amount shall bear interest at the Prime Rate plus 2%, calculated on and with effect from the due date for payment or discharge thereof up to and including the date of actual payment or discharge thereof.

8.3 VAT

This Agreement is subject to VAT. All amounts specified in this Agreement are expressed exclusive of VAT unless the contrary is stated.

8.4 Disputed Invoices

If any item in an invoice submitted by the Service Provider is disputed by the Client, the Client shall give notice of such dispute before the due date for payment of that invoice and shall specify reasons therefore. Such dispute shall be resolved in accordance with clause 14. Notwithstanding such dispute, the Client shall not be entitled to delay payment on the undisputed portion of the invoice. Clause 8.2 shall apply to contested amounts which are finally determined to be payable to the Service Provider.

8.5 Disbursement expenses

The Client shall reimburse the Service Provider for all costs properly incurred by the Service Provider in rendering the Services which are in excess of the Service Fees, within 30 days after receipt of an invoice for such costs from the Service Provider.

9. Tax and duties

The Parties record that should any VAT, withholding tax or any other such duties become payable in respect of the Services or any amounts payable under this Agreement, then the amount of such VAT, withholding tax or other such duty shall be for the account of the Client.

10. Liability

10.1 Liability of the Service Provider and/or the Quest Technical Services (Pty) Ltd

- 10.1.1 Neither the Service Provider, any company in the QUEST TECHNICAL SERVICES (PTY) LTD Group nor any of their respective Representatives shall be liable in any respect to any party other than the Client in relation to any actual or contingent loss, claims, liabilities, damages, costs or expenses of any nature whatsoever ("Losses") arising out of this Agreement or the rendering of the Services.
- 10.1.2 Notwithstanding any other provision of this Agreement, neither the Service Provider, any company in the QUEST TECHNICAL SERVICES (PTY) LTD Group nor any of their respective Representatives shall be liable to the Client, for any Losses which the Client, its Representatives or any other person may suffer or incur as a result of or in connection with rendering the Services (including any act or omission) by the Service Provider or its Representatives in terms of this Agreement, except by reason of, and to the extent of, the Service Provider's or its Representative's (as the case may be) gross negligence and/or wilful misconduct or fraud.
- 10.1.3 In the event that the Client suffers or incurs any Loss as contemplated in clause 10.1.2 as a result of a failure by the Service Provider to exercise reasonable care, skill and diligence in the performance of the relevant Services, the Service Provider may, at its sole option, perform the relevant Services again, exercising reasonable care, skill and diligence, which



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performance shall constitute full compensation for the relevant Loss and all the Client's claims in relation thereto shall be deemed to have been satisfied in full.

- 10.1.4 Notwithstanding any other provision of this Agreement, in no event will the Service Provider be liable to the Client for any indirect or consequential loss or damages.
- 10.1.5 The Service Provider shall not be responsible for any delay in rendering, or failure to render, any of the Services if the delay or failure results from the Client's failure to comply with any or all of its obligations under the Accepted Proposal.

10.2 Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the maximum liability of the Service Provider under this Agreement shall be limited to the amount specifically stated in this Agreement or, where no such amount is stated, to an amount equal to the aggregate Service Fees actually paid to the Service Provider under this Agreement.

10.3 Liability for Nominated Sub-Contractor

The Service Provider shall have no liability whatsoever in respect of the actions or omissions of any Nominated Sub-Contractor.

11. Indemnity

- 11.1 Without prejudice to any of the rights of the Service Provider, any company in the QUEST TECHNICAL SERVICES (PTY) LTD Group or any of their respective Representatives (together, the "Indemnified Parties") at law or in terms of any other provision of this Agreement, the Client hereby indemnifies each of the Indemnified Parties against all actual and contingent losses, claims, liabilities, damages, costs (including, without limitation, legal costs on the scale as between attorney and own client and any additional legal costs) and expenses of any nature whatsoever which any of the Indemnified Parties may suffer or incur as a result of or in connection with the performance or rendering of the Services (including any act or omission) by the Service Provider or any of its Representatives ("Indemnified Loss"), except by reason of, and to the extent of the Service Provider's or its Representative's (as the case may be) gross negligence and/or wilful misconduct or fraud.
- 11.2 The Service Provider shall not admit any liability in respect of any claim which may be made in respect of any Indemnified Loss. The Service Provider shall notify the Client of any such claim within a reasonable time after the Service Provider becomes aware of such claim, to enable the Client to contest such claim.
- 11.3 The Service Provider gives the Client authority to defend, compromise or settle the Indemnified Loss at the Client's own cost, but subject to such conditions and restrictions as the Service Provider may reasonably stipulate if the Client's actions in relation to the Indemnified Loss could have implications outside of the actual liability concerned for the Service Provider. The Service Provider shall act in accordance with the reasonable instructions of the Client in relation to such defence, compromise or settlement and shall give to the Client such assistance as it shall reasonably require in defending, settling or otherwise resolving the Client's liability.
- 11.4 The Client shall be obliged to pay the relevant Indemnified Parties the amount of any Indemnified Loss suffered or incurred by them as soon as they are obliged to pay the amount thereof (in the case of any Indemnified Loss which involves a payment by them) or as soon as they suffer the Indemnified Loss (in the case of an Indemnified Loss which does not involve a payment by them). If any Indemnified Party makes any payment in respect of the Indemnified Loss, the Service Provider shall provide the Client with proof of such payment.

12. Confidentiality

Each of the Parties shall at all times keep the other Party's Confidential Information confidential, save for any information:

- 12.1 which is publicly available or becomes publicly available through no act or default of any Party; or
- 12.2 which was in the possession of a Party prior to its disclosure otherwise than as a result of any breach by that Party of any obligation of confidentiality owed to any other person whether pursuant to this Agreement or otherwise; or
- 12.3 which is disclosed to a Party by a person who did not acquire the information under an obligation of confidentiality; or
- 12.4 which is independently acquired by a Party as a result of work carried out by a person to whom no disclosure of such information has been made; and each Party shall not use or disclose such information (other than to its Representatives or professional advisors who adhere to the provisions of this clause 12) except with the prior written consent of the other Party or in accordance with an order of a court of competent jurisdiction or in order to comply with any law or by any regulatory authority.



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13. Intellectual Property Rights

13.1 Unless otherwise agreed between the Parties in Writing, the Service Provider will own all right, title and interest in and to any intellectual property, including (without limitation) all copyright, patents, trade marks, trade names, designs, trade secrets, and know-how, whether registered or unregistered, or created in relation to or pursuant to rendering or performing the Services and in any work, material, product, item or thing created in relation to or pursuant to any service being rendered in terms of this Agreement (together, "Intellectual Property Rights") from the moment when such Intellectual Property Rights are created or come into existence, including (without limitation) any Intellectual Property Rights that are developed, improved or enhanced pursuant to this Agreement.

13.2 The Service Provider hereby grants the Client a royalty-free, non-exclusive, non-transferable licence (without the right to sub-licence) to use the Intellectual Property Rights in the Republic of South Africa for the following purposes only:

13.2.1 internal business purposes; and

13.2.2 directly for the purpose for which the Services to which the relevant Intellectual Property Right relates is provided.

13.2.3 The provisions of this clause 13 shall survive in perpetuity.

14. Dispute Resolution

14.1 Should a dispute of any kind arise between the Service Provider and the Client in connection with, or arising out of, this Agreement or the rendering of the Services, whether during the subsistence of this Agreement or after its termination, including any dispute as to any opinion, instruction, determination or valuation by either Party, the dispute shall be submitted to and decided by the chief executive officers or their designates ("the CEO's") of each Party.

14.2 If the CEO's are unable to resolve the dispute within 10 Business Days after either CEO in writing requests that the dispute be resolved, then the dispute shall be submitted to and decided by arbitration as set out in this clause 14.

14.3 The Parties shall appoint a mutually agreed-upon arbitrator who shall be an attorney or advocate on the panel of arbitrators of the Arbitration Foundation of Southern Africa ("AFSA"). If agreement is not reached within 10 Business Days after either Party calls in Writing for such agreement, the arbitrator shall be an attorney or advocate nominated by the Registrar of AFSA for the time being.

14.4 The arbitration shall be held in Johannesburg and the Parties shall endeavour to ensure that it is completed within 90 days after notice requiring the claim to be referred to arbitration is given.

14.5 The arbitration shall be held in accordance with the Commercial Arbitration Rules of AFSA.

14.6 The Parties irrevocably agree that the decision of the arbitrator shall be binding on them, may be made an order of any court of competent jurisdiction and shall not be subject to appeal.

14.7 Nothing contained in this clause 14 shall, however, prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration.

14.8 Subject to any award made by an arbitrator, the cost of any arbitration proceedings under this clause 14 shall be borne equally by the Service Provider and the Client.

14.9 Notwithstanding that any arbitration proceedings under this clause 14 have commenced, the Service Provider shall continue rendering the Services for so long as it is required to do so under this Agreement.

15. Force Majeure

15.1 Should either Party ("the Affected Party") be prevented from fulfilling any of its obligations, in whole or in part, (excluding the obligation to pay any amount due to be paid in terms of this Agreement) in terms of this Agreement as a result of an Event of Force Majeure, then:

15.1.1 those obligations shall be deemed to have been suspended to the extent that, and for so long as, the Affected Party shall be prevented from fulfilling them, and the corresponding obligations of the other Party ("the Unaffected Party") shall be suspended to the corresponding extent;

15.1.2 the Affected Party shall promptly notify the Unaffected Party in writing of such Event of Force Majeure, and such notice shall include an estimation of the approximate period for which the suspension in terms of clause 15.1.1 will endure. Such estimate shall not be binding on the Affected Party; and

15.1.3 the duration of any period in which any Services affected by the Event of Force Majeure shall have been agreed to be performed, as well as each period within which, and each date by which, any obligation shall be required to be performed in

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terms of this Agreement, shall be extended or postponed, as the case may be, by the period of suspension in terms of clause 15.1.1.

- 15.2** In the event that the Affected Party shall partially or completely cease to be prevented from fulfilling its obligations (excluding the obligation to pay any amount due to be paid in terms of this Agreement) by the Event of Force Majeure, the Affected Party shall immediately give written notice to the Unaffected Party of such cessation, and the Affected Party shall, as soon as possible, fulfil its suspended obligations; provided that, in the event, and to the extent that, fulfilment shall no longer be possible or the Unaffected Party shall have given written notice that it no longer requires such fulfilment, the Affected Party shall not be obliged to fulfil its suspended obligations, and the Unaffected Party shall not be obliged to fulfil its corresponding obligations.
- 15.3** In the event that the Affected Party shall be unable to perform any of its obligations (excluding the obligation to pay any amount due to be paid in terms of this Agreement) in terms of this Agreement for a period of more than 40 Business Days as a result of any Event of Force Majeure, the Unaffected Party shall be entitled to cancel this Agreement by giving 30 Business Days' written notice to that effect to the Affected Party, provided that in relation to the Services provided by the Service Provider, if the Service Provider shall be able to provide some or part of the Services in terms of this Agreement, the Client shall not be entitled to cancel this Agreement, and the Parties undertake to amend the scope of the Services to be provided by the Service Provider in terms of this Agreement accordingly. Further, the Client shall, at any time, be entitled to procure those Services affected by an Event of Force Majeure from any third party for as long as the Service Provider is unable to perform such Services.

16. Termination

- 16.1** Save as otherwise provided in the Accepted Proposal, this Agreement may be terminated by either Party upon 3 Months' written notice to that effect to the other Party.
- 16.2** Should either Party commit a material breach of this Agreement ("the Defaulting Party") and fail to remedy such breach (or to commence to substantially remedy such breach) within 30 days of having been called upon to do so in Writing by the other Party ("the Innocent Party"), then the Innocent Party may terminate this Agreement upon the expiry of the aforementioned 30 day period, by giving notice in Writing thereof to the Defaulting Party. For the avoidance of doubt, any action or omission by the Client of whatsoever nature which restricts or prohibits the Service Provider in rendering the Services in a material manner shall be deemed to constitute a material breach of this Agreement for the purposes of this clause 16.
- 16.3** Should the Client terminate the Services (whether in terms of clause 16.1 or otherwise) prior to the date upon which this Agreement terminates as contemplated under clause 16, the Client shall pay to the Service Provider all Service Fees actually incurred by the Service Provider until such termination date.

17. Domicilium and Notices

17.1 Domicilium

Each Party chooses its *domicilium citandi et executandi* at the address specified for such purpose in the Accepted Proposal, or to the extent that no such address is identified in the Accepted Proposal, at its registered address or such alternative address in the Republic of South Africa which it may notify to the other Party in Writing from time to time; provided that, if the registered address of the Client is outside the Republic of South Africa, the Client shall choose its *domicilium citandi et executandi* at an address in the Republic of South Africa.

17.2 Notices

Any notice required to be given or made under this Agreement shall be in Writing and shall be deemed:

- 17.2.1** to have been duly made or given if either sent by prepaid registered post or telegram or hand delivered to the addresses of the Parties as contemplated under clause 17.1; or
- 17.2.2** to have been received by the intended recipient for all purposes if delivered by hand, on the Business Day following the date of dispatch of such notice; or if given or made by prepaid registered post, on the tenth day following the date of dispatch of such notice and if such day is not a Business Day, the first Business Day thereafter.

18. Waiver

No indulgence granted by a Party to the other Party shall constitute a waiver of any of that Party's rights under this Agreement; accordingly, that Party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other Party which may have arisen in the past or which may arise in the future.

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19. Language

This Agreement (including all documents forming a part thereof) shall be drafted, construed and interpreted in English. Unless otherwise agreed between the Parties in Writing, all correspondence pursuant to this Agreement shall be in English.

20. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the law of the Republic of South Africa.

21. Jurisdiction of South African Courts

Subject to the provisions of clause 14, the Parties consent to the non-exclusive jurisdiction of the Witwatersrand Local Division of the High Court of South Africa, for any proceedings arising out of or in connection with this Agreement.

22. Entire Contract

This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of this Agreement, and supersedes and novates in its entirety any previous understandings or agreements among the Parties in respect thereof, and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement.

23. No Stipulation for the Benefit of a Third Person

Save for the provisions of clauses 10 and 11, and save as is expressly provided for elsewhere in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a stipulatio alteri) which, if accepted by the person, would bind any Party in favour of that person.

24. Variation, Cancellation and Waiver

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to Writing and signed by or on behalf of the Parties.

25. Cession and Delegation

- 25.1** Save as expressly provided for herein and subject to clauses 25.2 and 25.3, neither Party may cede any or all of that Party's rights or delegate any or all of that Party's obligations under this Agreement, without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 25.2** Notwithstanding clause 25.1, the Service Provider shall be permitted to cede any or all of its rights or delegate any or all of its obligations under this Agreement to any company in the QUEST TECHNICAL SERVICES (PTY) LTD Group.
- 25.3** This clause 25 shall not prevent the appointment of a Sub-Contractor and/or Nominated Sub-Contractor as provided for in this Agreement.