CONTRACT No. IGG/ICP/2020/5252

FOR SUPPLY OF MODIFIED REVA V 4X4 VEHICLE Armored Personal Carriers to be assembled in the United Arab Emirates under new name ("KASSER II")

BETWEEN

INTERNATIONAL GOLDEN GROUP PJSC
CN-1004199

and
INTEGRATED CONVOY PROTECTION (Pty) LTD
2002/009976/07

And

MR PHILIPPUS JOHANNES MARX
[redacted]

International Golden Group * Contracts Dept. * P.O. Box: 43999 Abu Dhabi, U.A.E.

Integrated Convoy Protection (Pty) Ltd
Reg no. 2002/009976/07
VAT no. 4260206265
Klipkop Portion 70. Lynnwood Road Ext. Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8616

International Golden Group

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International Golden Group Contracts Dept. P.O. Box: 43999, Abu Dhabi, U.A.E.

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Reg no. 2002/009976/07
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Tel: +27 12 811 8600 Fax: +27 12 811 8616

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Integrated Convoy Protection (Pty) Ltd
Reg no. 2002/009976/07
VAT no. 4260206265
Klipkop Portion 70, Lynnwood Road Ext. Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8616

This Contract is concluded on July 05, 2020 by and between:

1. INTERNATIONAL GOLDEN GROUP PJSC a company registered and governed under the laws of the United Arab Emirates, bearing license number: CN-1004199, having its registered office at 28th Floor, Nation Towers, Corniche road, Abu Dhabi, United Arab Emirates, and its postal address being PO Box 43999, hereinafter called (the "Buyer"),

And

2. INTEGRATED CONVOY PROTECTION (PTY) LTD, a company registered and governed under the laws of the South Africa, with registration no 2002/009976/07 having its registered office at No 70 Klipkop, Graham Road, Lynwood Extension, Pretoria South Africa represented by **PHILIPPUS JOHANNES MARX** in his capacity as Chief Executive Officer, hereinafter called (the "Seller").

And

3. Mr. PHILIPPUS JOHANNES MARX, South African citizenship, Identity No 540316 5105 082, his addres 10 Shere Grace, Struben Str, Shere AH, Pretoria, South Africa, in his capacity as the owner of the Intellectual Property (IP) of the REVA range of armoured vehicles, hereinafter referred to as ("MARX");

The Buyer, the Seller, MARX and being hereinafter referred to as individually "Party" or referred to as collectively "Parties".

PREAMBLE

Whereas; the Buyer is desirous to purchase modified REVA V 4X4 VEHICLE Armored Personal Carriers to be assembled by the Parties in the United Arab Emirates under new name ("KASSER II") on the terms and conditions recorded in this Contract, according to the attached specifications Annex (1)

Whereas; the Seller and MARX undertakes to supply the items / equipment / services of this Contract according to the terms and conditions of this contract and the specifications, scope of work and prices agreed upon as per Annex (1) attached and the Buyer undertakes to make payment to the Seller on the agreed purchase price as recorded in this Contract.

Therefore, the Parties hereto agree as follows: -

ARTICLE 1

The Preamble aforementioned and all Annexes attached shall form an integral part of this Contract.

ARTICLE 2 – SCOPE OF THE CONTRACT

2.1 The Seller and MARX agree to sell and deliver and the Buyer agrees to purchase and accept one hundred (100) of modified REVA V 4X4 VEHICLE Armored Personal

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Carriers to be assembled by the Parties in the United Arab Emirates under new name ("KASSER II") hereinafter called (the "Vehicles").

2.2 The Seller and MARX shall deliver one hundred (100) Advanced Semi Knock Down kits ("ASKD") for the Vehicles as well as spare parts, services, and know how hereinafter called (the "Items") in order to assemble the Vehicles in Buyer's facilities at Tawazun Industrial Park, Al Ajban, Abu Dhabi, United Arab Emirates that was previewed by the Seller at the firm fixed prices set forth herein, the quantities set forth herein, the delivery schedule set forth herein and according to the other terms and conditions of this Contract. The ASKD kits and services to be delivered under this Contract are defined in the Annexes hereto.

2.3 The Seller certifies that all of the Items purchased by the Buyer and delivered by the Seller pursuant to this Contract shall be, or has been, manufactured and originates from South Africa, the UAE, and/or Europe and/or from Asia and/or the USA, and/or South America, in accordance with the trade regulations of the UAE.

2.4 The Seller shall provid the Buyer with a Certificate of Origin issued by the concerned Chamber certifying that the Items provided are supplied by the Seller from South Africa or the United Arab Emirates, and their components, originate from South Africa, the UAE, and/or Europe and/or from Asia and/or the USA, and/or South America.

2.5 Assembly training for the Advanced Semi Knock Down kits ("ASKD") for the Vehicles shall be provided to Buyer during the assembly of the Vehicles in the UAE. Trainees that may attend the training are required to have prior experience and/or qualifications on similar vehicles.

ARTICLE 3 – PRICES

3.1 The Seller agrees to sell and deliver the Advanced Semi Knock Down kits ("ASKD") for the Vehicles and Items for a price of **(USD 45,000,000.00) Forty Five Million US Dollar**. In accordance with the specification, design, quality and material at a price as stipulated in Annex 1 and delivered according to the agreed delivery schedule as per attached annex 2.

3.2 The Prices mentioned are DAP Buyer's facilities in Abu Dhabi, firm and are not, subject to escalation for a period of twelve (12) months from the date of the last final acceptance of the Vehicles and a maximum of 5% per annum escalation for a further twenty four (24) months thereafter.

3.3 The prices include the cost of:

a) Transport DAP Buyer's facilities in Abu Dhabi of the parts, aggregates, kits, services and know how.
b) Sea/Airworthy packing of goods.
c) Acceptance Inspection.
d) Export duties/license.
e) Any charges or other duties / fees to be levied in the country manufacturing the goods.

3.4 Prices breakdown of the Items/Vehicles specified are in Annex (1) attached. During the period of this Contract the Buyer shall be entitled to increase the quantities

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contracted of the total number of Items/Vehicles at the same price per Annex (1). The Buyer shall cause payment for additional Items/Vehicles ordered. The Seller shall not have the right to increase the unit price for the additional quantities for a period of twelve (12) months from the last final acceptance of the Vehicles and a maximum of 5% per annum escalation for a further twenty four (24) months thereafter.

ARTICLE 4 – TERMS OF PAYMENT

4.1 All payments shall be made to the Seller's nominated Bank Account as follows:

Bank Name:	Standard Bank
Beneficiary:	Integrated Convoy Protection (Pty) Ltd.
Branch No:	051001
Account No:	[redacted]
IBAN No.:	IBAN Not Used in South Africa
SWIFT CODE:	SBZAZAJJ

4.2 Payment under the contract shall be as follows:

4.2.1 **20 %** of the total contract value, shall be paid against the following documents:
i. Sellers invoice consisting of one original and three copies all bearing the contract numbers.
ii. Advance Payment Letter of Guarantee from ICP on a Company Letterhead, as per the Annex (10)
iii. Performance/Warranty Undertaking Letter from ICP on a Company Letterhead, as per the Annex (6)

4.2.2 **60%** of each shipment/batch value of the Vehicles shall be paid against the following documents:

i. Sellers invoice consisting of one original and two copies all bearing this Contract numbers.
ii. Full set of Bill of lading, inland bill of lading or Airway bill
iii. Packing list (1 + 3).
iv. Factory Acceptance Certificate for the Vehicles as per Annex (3) signed by Buyer's authorized representatives.
v. Certificate of origin.
vi. Certificate of Conformity signed by Seller's or Manufacturer own quality control.

4.2.3 **15%** of each shipment/batch value of the Vehicles shall be paid within 30 days of vehicle being delivered to the Buyer:

i. Sellers invoice consisting of one original and two copies all bearing this Contract numbers.
ii. Final Acceptance Certificate as per Annex (5) signed by the Buyer's authorized representative.

4.2.4 **5%** of each shipment/batch value of the Vehicles shall be paid within 14 days after the End of the Warranty period of twenty four (24) months from the date of the Final Acceptance against the following documents:

i. Sellers invoice consisting of one original and two copies all bearing this Contract number.
ii. No pending Warranty Claim Declaration as per Annex (7) signed by Buyer's authorized representative.

4.2.5 The same payment percentages will be applied against each shipment of spareparts.

ARTICLE 5 – DELIVERY

5.1 The Seller undertakes to deliver the Items/Vehicles on **DAP** Buyer's facilities in Abu Dhabi basis accoring to the INCO-TERMS 2010 Edition

5.2 The delivery schedule is attached hereto as Annex 2.

ARTICLE 6 – TITLE & RISK

Ownership and title of the Items/Vehicles shall be transferred to the Buyer as per Incoterms at the time the delivery is made to the Buyer as per Article 5 above, provided that payment is made by the Buyer as recorded in this Contract. Risk of the Items/Vehicles shall be transferred to the Buyer as per Incoterms at the time delivery is made to the Buyer as per Article 5 above.

ARTICLE 7 - PENALTIES/LIQUIDATED DAMAGES

7.1 Penalties for Late Delivery

If the Seller delivers whole or part Items/Vehicles subject of this Contract at a time later than that stated in the Contract, including the replacement of the rejected Items/Vehicles, a penalty for late delivery shall be applied on him at a rate of 1% per week of the value of Items/Vehicles so delayed for the first week or part therefore. The penalty thereafter shall be raised to 2% per week for each subsequent week or part thereof, up to a maximum penalty of 10% of the value of the items/equipment/services so delayed by the Seller.

7.2 Risk Purchase

In case the Seller furthermore fails to supply the Items/Vehicles contracted for in whole or in part (including the rejected Items/Vehicles) at the time of delivery as provided for in the Contract, the Buyer shall have the right to take one of the two following measures, without entering into litigation, provided a seven (7) day notice is given to the Seller by a registered letter and by e-mail and the Seller further fails to deliver the Items/Vehicles within this notice period:

a) Make risk purchase of the same Items/Vehicles that the Seller has failed to supply, from a third Party at the excess expense of the Seller (through direct negotiation or inquiries, subject to the same conditions and specifications previously announced and contracted for). Any excess values in price actually paid by the Buyer from a third party shall be deducted from the guarantee provided by the Seller or from his dues held with the Buyer or any Government authority, plus an overhead expense at the rate of 5% of the value of Items/Vehicles so purchased plus whatever penalty is due for the delayed period in supply.

b) Cancel the contracted Items/Vehicles and encash the entire amount of the guarantee in case of failure to supply totally or encash an amount equivalent to 10% of the value of the Items/Vehicles so cancelled.

7.3 Waiver

The Buyer may waive the penalty in all or in part, should the Seller submit documents to prove to the satisfaction of the Buyer that the causes of delay were beyond his reasonable control as per Article (10).

ARTICLE 8 – REJECTED ITEMS/VEHICLES

8.1 On receipt of the Items/Vehicles at Abu Dhabi, if any Items/Vehicles are rejected by the Buyer for non-conformity with specifications and modifications agreed upon, as per the terms and conditions of Contract, then the Buyer shall notify the Seller, who must arrange for replacement of rejected Items/Vehicles within the stipulated delivery period, free of charge (including the freight and insurance charges) as per the agreed specifications and modifications, along with the payment of consequent penalty charges for late delivery imposed with effect from the contractual delivery date and until the date of replacement.

8.2 The rejected Items/Vehicles are to be collected by the Seller at his own cost and risk within three weeks from the Buyer notification. In case the Seller fails to collect the rejected Items/Vehicles within the three week period, demurrage and storage fees 1% of the value of the rejected Items/Vehicles will be levied on him weekly up to maximum of 10% of the so rejected Items/Vehicles. If the Seller still fails to collect the rejected Items/Vehicles, the Buyer has the right to sell these Items/Vehicles in open auction without giving any further notice or observing and legal proceedings, to cover all expenses and penalties. Any remaining amount shall be returned to the Seller.

8.3 If the rejected Items/Vehicles are sent back to the Seller on his request, then all the expenses thus incurred by the Buyer plus administrative charges of 5% value of the rejected Items/Vehicles shall be borne by the Seller.

ARTICLE 9 – FORCE MAJEURE

The following should be considered as cases of force majeure and relieve the Parties of their obligations under this Contract as long as the circumstances last:
Fire, mobilization, requisition, war, United Nations embargoes, currency restriction, insurrection, and acts of God and Government Acts or any other event beyond the affected party's control.

ARTICLE 10 – OBLIGATIONS & RIGHTS

The Party claiming force majeure shall immediately upon occurrence, notify the other Party of such event by fax or a registered airmail stating the estimated consequences. Onus to prove the occurrence of such events lies on the Party claiming its invocation. If the force majeure situation, lasts more than three months, the Buyer may terminate the Contract without affecting his rights adversely under this Contract. Any extension in the delivery period due to causes of force majeure shall be by mutual agreement between the Parties.

ARTICLE 11 – WARRANTY

11.1 The Seller warrants that the Vehicles supplied under this Contract shall be free from defect of design, size, dimensions, material and workmanship for a period of twenty (24) months from the date of Final Acceptance and further warrants that any Items/Vehicles or part/parts found defective through faulty design, workmanship, manufacture, size, dimensions and material will be replaced or repaired free of cost.

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11.2 Warranty terms and conditions will be as per Annex (8) attached hereto.
11.3 The Seller undertakes to support the Final Acceptance Inspection free of charge.
11.4 If necessary to return any item/equipment accepted under this Article to the Seller to effect necessary repair or replacement all associated charges will be borne by the Seller including transportation, insurance and handling charges.
11.5 The time required for repairing and replacement of the Items/Vehicles sent back to the Seller under this Article shall in no case exceed two months from the date of receipt of the Items/Vehicles by the Seller.

ARTICLE 12 – MARKING & PACKING

12.1 Phase #1: Marking and packing of the goods will be done in accordance with the approved standard of the factory. Each package will be marked and consigned to:
Contract No. IGG/ ICP/2020/5252
Abu Dhabi – U.A.E.
12.2 Any loss or damage to the Items/Vehicles due to faulty packing will be the responsibility of the Seller.
12.3 The spares/items required to be kept in the Warehouses should be suitably preserved and packed for long-term storage keeping in view the climatic conditions of UAE.
12.4 For purpose of clearance and prior to shipping of the items, the Seller shall provide the buyer by courier with the following documents in original:
12.4.1 Seller's Commercial invoice.
12.4.2 Packing list.
12.4.3 Certificate of Origin (no legalization required for clearance purpose).

ARTICLE 13 – PERFORMANCE/WARRANTY UNDERTAKING LETTER

The Seller undertakes to submit an undertaking letter, as per Annex (6) attached hereto, by which the Seller guarantees that the Contract will be performed in accordance with the terms, conditions and technical specification set therein and any item supplied under this Contract will remain free from defect of design, size, dimensions, material and workmanship during the contract period including warranty period as per Article 11 above, and excludes fair wear and tear through usage.

ARTICLE 14 – INSURANCE

In accordance with Article 5, during transportation from Seller's facilities EXW in South Africa to the nominated Airport/Port in South Africa, the Seller undertakes to arrange and pay for the insurance. From the nominated Airport/Sea Port in South Africa to UAE, the Buyer will arrange and pay for the insurance.

ARTICLE 15 – CHANGES

15.1 Should at any time during the period of this Contract, either Party desire to make a change to this Contract, the Party desiring the change shall submit to the other Party a written request specifying the details of the desired change. The Party receiving the change request shall reply within thirty (30) days, or such other time as the Parties agree upon by a written notice of his desire to perform or not to perform the requested change.
15.2 If it is agreed to proceed with the change, the Seller shall submit a written priced (if any) proposal for the change. Upon mutual agreement as to the terms of the change, it shall be incorporated into this Contract via formal amendment signed by

an authorized representative of each Party. Unless otherwise agreed to in writing by the change request and reply, neither Party shall be obligated to start work on the requested change until the formal amendment has been made a part of this Contract through execution.

ARTICLE 16 – SCOPE OF WORK

16.1 The Scope of Work is detalied in Annex 1 attached hererto.

16.2 Both Parties agree to consider the specification, design, quality and material stipulated in Annex 1 as a base specification for the Vehicles.

16.3 If, during Final Acceptance of the Pre Production Model (PPM) vehicle, the Buyer wishes to incorporate any modifications and/or alterations, these must be confirmed in writing to the Seller within 7 days from date of Final Acceptance. Upon finalization of such modifications/alterations on the Pre Production Model vehicle, additional design changes can be made on the production vehicles by the agreement of both Parties.

16.4 All Modification/ alteration to the production vehicles from the final approved PPM vehicle shall be for the Seller's account up a maximum of 3% of the unit Price. Changes that have cost implications in excess of this percentage shall be for the Buyer's account.

16.5 The assembly training is detalied in Annex 1 attached hererto.

ARTICLE 17 – TERMINATION OF CONTRACT

17.1 Notwithstanding anything contained in the provisions of Articles 7 & 10 hereof should the Seller hereto fails to perform or observe any of the obligations or conditions on his part to be performed or observed hereunder this Contract or fail to meet the delivery schedule in whole or part or any extension thereof and fail to remedy the breach within 30 days after receipt of a written notice from the Buyer to remedy the same, the Buyer shall be entitled, in addition to and without prejudice to any other remedy available, forthwith to terminate this Contract.

17.2 The Buyer is entitled to call on the Bank Guarantees of Advance Payment (if any) and Performance/Warranty Bond (if any). The Buyer reserves the right to terminate the supply Contract and forfeit the Performance Bond without prejudice to the claim for compensation upon occurrence of the following cases:

i. If the Seller employs fraud and manipulation in his dealings.
ii. If the Seller involves himself directly or indirectly in bribing any of the Buyer's Staff or employees or if he participates in activities to cause damages to the interest of the Buyer.
iii. If the Seller goes bankrupt or insolvent.

ARTICLE 18 – TAXES & DUTIES

18.1 All taxes, duties, stamps and other fees imposed outside UAE in connection with the execution of this Contract will be for Seller's account.

18.2 All taxes, duties, stamps and other fees imposed inside UAE in connection with the execution of this contract will be for Buyer's account.

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ARTICLE 19 – SPARES

The Seller guarantees to make available at prevailing prices the spare parts of the Items/Vehicles equipment purchased under this Contract for a period of (15) years from the date of delivery of the Items/Vehicles in Abu Dhabi. A list of the recommended spare parts are attached to this agreement (Annex 9).

ARTICLE 20 – MANUALS & CATALOGUES

The Seller undertakes to provide the Buyer complete sets of under mentioned manuals and spare parts catalogues with the delivery of the Items/equipment.

1. Operator Training Manuals
2. Illustrated Parts Catalogues
3. Assembly Drawings
4. Work Instructions

All manuals and catalogues will be in the English language.

ARTICLE 21 – DRIVING & MAINTENANCE TRAINING

Driving & Maintenance Training Course will be provided in country of delivery (UAE) starting in 2 (two) weeks after the Final Acceptance of the first batch of vehicles (the start date). The training will be completed within 3 (three) weeks after the start date. Twenty (20) trainees may attend the course and are required to have prior experience and/or qualifications on similar vehicles.

ARTICLE 22 – ASSIGNMENT & BENEFIT

This Contract and the rights and obligations thereof shall inure to the benefit of the Parties hereto; their respective successors and assigns but no Party can assign this Contract to any third Party/person, except its subsidaries, without the written consent and on terms and conditions acceptable to the other Party.

ARTICLE 23 – INSPECTION

23.1 All materials purchased under this Contract shall be constructed/manufactured in accordance with the specifications agreed upon between the Parties and shall be inspected by the Seller's own system of inspecting and quality control.

23.2 The Buyer has the right to be present during the factory acceptance testing which shall take place inside and or outside the UAE. The Seller shall notify the Buyer (14) fourteen days in advance of the date of the Factory Acceptance. The Buyer shall provide the Seller a list of attendees (the Buyer Acceptance Team) and confirm the date of arrival to witness the Factory Acceptance Test. The Seller shall provide the Buyer's Acceptance Team, with a maximum number of three (3) people, with accommodation, meals, and local transportation during the Factory Acceptance Test. The Buyer is only responsible for airfare costs associated with witnessing the Factory Acceptance Test (if any).

23.3 Should the Buyer's Acceptance Team attend the acceptance at the appointed date, and the complete Vehicles and/or Services subject of the acceptance are not available and/or Certificate of Conformity is not signed and/or lack of the appropriate facilities (e.g. test equipment, documentation, acceptance procedures and necessary support) for a period of seven (7) days from the appointed date, the Buyer will consider this a delay. Failure by the Seller to rectify a defect (or demonstrate otherwise), discovered and/or raised by Buyer's Acceptance team during the

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acceptance for more than seven (7) days from date of notification by the Buyer to the Seller will be considered as a delay of delivery.
A new acceptance date will be proposed by the Seller within fifteen days from the date of the first Factory Acceptance.

23.4 Should the Buyer's authorized representatives fail to attend the Acceptance Test, without reason for more than (15) fifteen days, then the Seller shall give a (15) fifteen days notice fax/email to the Buyer who in turn will issue a fax/email signed by its CEO or his Deputy either confirming a new date for the Buyer's representatives to attend the Factory Acceptance Test or authorized the Seller to sign the Factory Acceptance Certificate on behalf of the Buyer. This fax/email will be presented as a document for payment along with the Factory Acceptance Certificate signed by the Seller alone

23.5 Should the Seller fail the second qualification test, the Buyer shall have the right to terminate this Contract and the Seller shall reimburse the entire amount paid to him up to the termination date.

23.6 Any delay caused by the Buyer in this regard shall not be regarded as a delay in delivery.

ARTICLE 24 – INDEMNITY

The Seller shall indemnify the Buyer against any liability in respect of damage to property of the Buyer, or a third Party or death or injury to the Buyer's personnel or a third Party arising solely from the performance of the Contract task by the Seller's personnel under the provisions of this contract except where such damage is attributable to or death or injury results from an act of negligence or omission by the Buyer's personnel in which event the Buyer will be liable.

ARTICLE 25 – POLITICS

The Seller's employees will perform their duties in respect of the execution of this Contract with care and diligence. They shall refrain from participating in the politics of the UAE and are forbidden to deal in any private business for profit in the United Arab Emirates. In the event of such an occurrence, the Seller at his own expense will replace the employee upon request of the Buyer without any loss of time.

ARTICLE 26 – QUALITY ASSURANCE

26.1 The Seller is required to implement a quality control system to ensure that the Seller is able to assemble Vehicles in Buyer's facilities to the required standards.

26.2 The Seller is responsible for monitoring, inspecting, and proposing measures to correct or improve the Vehicles in order to meet established quality standards and the Buyer's requrments.

26.3 The Seller is required to prevent errors in manufacturing or production that lead to product defects. Testing products extensively before their release.

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ARTICLE 27 – MISCELLANEOUS

27.1 It is understood by both Parties that the Seller has not directly or indirectly entered and will not enter into consultancy deal or any other contract with any of the Commercial firms or companies operating in the UAE or any person to act on his behalf as his Agent or Consultant in consideration of certain amount of fees or remuneration in order to facilitate and promote the negotiation and finalization of this Contract.

27.2 Similarly it is understood that no commission, remuneration or fees have been or will be, through gratuities, gifts or personal payments granted either directly or indirectly or in any way conferred by the Seller in connection with this Contract to any Officer, Personnel or Civilian of UAE Armed forces or any other UAE Government employee working in/outside the UAE, as a bribe or commission for securing their signatures in connection with this contract negotiations or performance.

27.3 The Seller also assures that there is no such promise legally binding on him and if any such commitment or obligation is made in ignorance by the Seller with any firms or companies of the UAE in the past the same is considered non-binding.

27.4 If the Seller contravenes in any way the provisions of this Article and the Buyer brings evidence to this effect, the Seller is liable to pay to the Buyer a penalty of 30% of the Contract value and the Buyer is entitled to terminate the Contract without prejudice to his legal rights.

ARTICLE 28 – MODIFICATION

28.1 If in the judgment of the Seller and before the actual delivery certain modification/alteration are essential for improvement and safety purposes and such changes do not affect the prices and the delivery schedule, the Seller is obliged to incorporate the said modification/alteration in the product (Items/Vehicles) purchased under this Contract with the consent of the Buyer. The modifications/alterations which are considered necessary for improvement and safety purposes but are likely to affect the prices and delivery schedule will be carried out through an amendment to the Contract duly signed by the Parties.

28.2 Any mandatory modification for safety purposes shall be carried out by the Seller free of cost to the Items/Vehicles already delivered to the Buyer at Abu Dhabi.

ARTICLE 29 – PRIOR AGREEMENTS

The provisions of this Contract supercede all prior representation or agreements whether oral or written between the Parties relating to the subject matter.

ARTICLE 30 – OBSERVATION OF RULES & REGULATIONS

The Seller shall abide by all rules and regulations existing in U.A.E. and this Contract shall be governed by the general legal principles applicable in the country.

ARTICLE 31 – ARBITRATION & GOVERNING LAW

This Contract shall be governed in accordance with the Laws of Switzerland.

The Seller and the Buyer base their relations with regard to this Contract on the principles of good will and good faith. All disputes arising in connection with the present contract, if not amicably resolved between the Parties, shall finally be settled under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in

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Lausanne/Switzerland and the arbitrators shall have the powers of amiable compositeur. The decision of the Arbitration shall be final, binding and enforceable on the Parties. The language of Arbitration shall be English.

ARTICLE 32 – LEGAL ADDRESS

32.1 As to the performance of this Contract, any notice correspondence or communications to be given by one Party to the other shall be sent to the following address:

BUYER - INTERNATIONAL GOLDEN GROUP PJSC
POST BOX 43999
ABU DHABI - UAE
FAX NO. (+9712) 6267070

SELLER - Integrated Convoy Protection (Pty) LTD
No.70 Klipkop, Graham Road, Lynnwood Extension, Pretoria
South Africa
Fax: +27 12 811 8616
Attention: Flip Marx
Email: [redacted]

32.2 In case of change of address by any Party immediate notification thereof will be made by a registered airmail to the other Party.

32.3 All notices and communications so addressed shall be deemed to have been received only on their actual receipt by the other Party.

ARTICLE 33 – SECRECY AND CONFIDENTIALITY

33.1 The BUYER and the SELLER undertake not to disclose, assign, or transfer to any third party, in whole or in part, with or without compensation, all documents, data and information relating to this Contract and to the Supplies which are the subject thereof without the prior written agreement of the other party.

33.2 The BUYER also undertakes not to reproduce, have reproduced or permit to have reproduced without the prior written agreement of the SELLER the Supplies which are the subject of this Contract as well as documents provided to the BUYER in connection with this Contract.

33.3 The BUYER and the SELLER undertake to apply to the documents, data or information supplied or made available by one party to the other in connection with this Contract, the security measures which will be agreed upon in due time between the BUYER, the SELLER.

33.4 The SELLER and the BUYER will not discuss with unauthorized third parties nor disclose to such third parties this Contract or part of it and will keep this Contract as secret between the SELLER and the BUYER to the exception of the UAE Government.

ARTICLE 34 – ENTIRE CONTRACT

This Contract is executed in English Language and is comprised of Article 1 through Article 35 and Annexes 1 through 10 which constitute the entire Contract between the Parties.

Integrated Convoy Protection (Pty) Ltd
Reg no. 2002/009976/07
VAT no. 4260206265
Klipkop Portion 70, Lynnwood Road Ext, Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8616

ARTICLE 35 – COMING INTO FORCE

The Contract shall be effective and come into force when both Parties sign it.

In witness whereof the authorized representatives of the Parties hereto have set their hands the day and year first above written.

FOR AND ON BEHALF OF THE BUYER

Mr. Fadel Saif Al Kaabi
Chief Executive Officer (IGG)

International Golden Group Contracts Dept. P.O. Box: 43999, Abu Dhabi, U.A.E.

FOR AND ON BEHALF OF THE SELLER

Mr. Philippus Johannes Marx
Chief Executive Officer (ICP)

Integrated Convoy Protection (Pty) Ltd
Reg no. 2002/009976/07
VAT no. 4260206265
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ANNEX (1) TO CONTRACT NO. IGG/ICP/2020/5252

THE SPECIFICATIONS, SCOPE OF WORK AND PRICES

1) TECHNICAL SPECIFICATIONS

KASSER II E

PLEASE NOTE THAT SOME SPECIFICATIONS ARE THEORETICAL UNTIL VEHICLE IS TESTED AND CERTFIED AT GEROTEK AND AS SUCH IS SUBJECT TO CHANGE. CHANGES TO BASE CONFIGURATION AND OPTIONAL EXTRAS MAY ALSO AFFECT FINAL SEPCIFICATIONS

Capacity	Vehicle Crew	3
	Troops	6
Weight	Combat	16 000Kg
	Empty	13 500kg
	Payload	2 500kg
Overall Size	Length	6 740mm
	Width	2 500mm (2 630mm with spare wheels)
	Height	2 760mm
	Ground Clearance	560mm
Wheelbase	Width	3 910mm
Performance	Max Road Speed	110km/h (Max Recommended Speed)
	Swimming Speed	n/a
	Fording	800mm @ 10km/h
	Angel of Approach	36°
	Angle of Departure	40°
	Side Slope	30°
	Gradient	70%
	Obstacle	500mm
	Trench	500mm
Protection Level	Ballistic	B7+ (12.7x99)
	Mine	STANAG4569 4A/4B (10kg under wheel/centre blast)
	Glass	85mm Laminated Glass (12.7mm API first shot)
Fire Suppression	Engine Compartment	Yes - Manual / Auto
	Troop / Crew Compartment	Manually Activated
	Underneath Vehicle	Yes- Wheel Wells - Manually Activated
Armament	Gun ports	11 (5+5+1)
	Manual Gun Mounts	Swing arm mounted between rear hatches
	RWS	Prepared for (5.56 - 30mm)

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PLEASE NOTE THAT SOME SPECIFICATIONS ARE THEORETICAL UNTIL VEHICLE IS TESTED AND CERTIFIED, AND AS SUCH IS SUBJECT TO CHANGE

Engine	Model	Cummins ISL
	Type	4 Stroke Turbo Charged with intercooler
	Capacity	8.9L
	Number of Cylinders	6 in-line
	Power HP / rpm	298kW (400Bhp) @ 2 200rpm
	Torque nm / rpm	1 627Nm @ 1 500rpm
	Power to Weight Ration	25.0
	Emission Level	Euro III
Transmission	Model	Allison SP3200
	Type	Automatic
	No of Speeds (Forward)	6
Transfer Case	Model	ZF VG750
	No of Speeds	2
Electrical System - Primary	Volts	24V
	Amps	600Amp
	No of Alternators	1
	No of Batteries	2 x 12V
Electrical System	Volts	24V
	Amps	600Amp
	No of Batteries	2 x 12V
	12V Points	6
	24V Points	6 (Internal) + 4 (External)
	220V	1 x External
	USB Ports (12V)	4
Axles	Front (Steerable)	Axletech 4000 - Independent (ISAS)
	Rear (Fixed)	Axletech 4000 - Independent (ISAS)
Suspension	Front	Coil & Shock
	Rear	Coil & Shock
Brakes	Type	Full Air Disc Brakes
	ABS	Yes
Fuel	Type	Diesel
	Capacity	240Litre
	Crossing Range	960 km @ 80 km/h or 4 km/l @ 80 km/h
	No of Tanks	2
HVAC System	Capacity	51 000BTU
	No of compressors	2
	Manual Vent	No
Tires	Type	Continental
	Size	14R20

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	Spare Wheels	1 x Fitted to Side of vehicle
	Run Flat	Yes - 3 Segment
Other Features		CTIS
		18 000lb (9 Ton) Winch with Snatch Block
		4 Way integrated Intercom with headsets and PA system
		Siren and Strobe Lights
		Storage Space – 2 Bins one each side; Gypsy Racks; Fender Bins
		7 x Antennae Mountings

CONTRACT No. IGG/ICP/20220052533

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Reg no 2002/009876/07
VAT no. 4260206265
Klipkop Portion 70, Lynnwood Road Ext, Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8616

2) SCOPE OF WORK

The SELLER is responsible for the following:

1. Advanced Semi Knockdown Kits (ASKD):

   ICP shall supply on, DAP basis, 100 KASSER II Advanced Semi Knockdown Kits (ASKDs) consisting of the following main parts and categories:

a. *Body Parts*
Consisting of fabricated main hull assembly and transparent armour; Gypsy racks, side bins, fenders, bumpers and other vehicle body parts bolted/welded to the main hull of the vehicle; Items fitted to interior of main hull assembly such as insulation, seats, seatbelts, footrests and weapons holders Vehicle TOTE, as per attached list, fire suppression system, winch;

b. *Drivetrain & Electrical*
All automotive parts such as the engine, gearbox, cooling pack, axles, prop-shaft, transfer case and other supporting material; The vehicle's primary electrical system required to operate the vehicle, such as batteries, alternator, CANBus and other supporting material. Secondary Electrical system required to operate all non-vehicle systems such as radio systems, RCWS systems, 12V, 24V & 220V power points;

c. *Logistical Support for spare parts & maintenance*
Special Tools and jigs required for the assembly of the Vehicles and two (2) x Service kits for each vehicle and spare parts availability for 15 years.

2. Assembly Support:

   Supporting IGG in the assembly of the ASKD at Al Ajban facility to the required standards by means of:

a. *Documentation*
Provision of all assembly drawings, diagrams, work instructions and training documentation to enable IGG staff to assemble the Vehicles

b. *Training*
Provide on the job training to the assembly line staff during the assembly process including on the Quality Management System (QMS). ICP to recommend 3rd Party training courses with OEM's, which are to be identified by ICP, that will be beneficial for certain IGG staff to attend (subject to IGG's approval).

c. *Trainers for Assembly Line (3 Months)*
For a period of at least three (3) months, to provide IGG staff with trainers, to train IGG staff on the assembly line during the assembly of the vehicles.

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d. *Assembly Line Optimisation*
Assist IGG in optimising the work-load and balancing the assembly line to maximise productivity and quality.

3. Quality Assurance:

ICP shall implement a Quality Management System (QMS) that will insure that all vehicles assembled by the Parties at the Al Ajban facility is of operational and premium standards, and shall include the following scope:

a. Quality Management Manual
b. Material Receiving Inspection
c. Assembly Line Quality Control
d. Build History
e. Quality System Administration
f. Corrective Actions
g. Analytics
h. Continuous Improvements
i. Factory Acceptance
j. Pre-Delivery Inspection
k. Final Inspection and Acceptance

The BUYER (IGG) is responsible for the following:

1. *Infrastructure*

- Production building/facility
- The buildings required to assemble the Vehicles to include overhead crane, spray booth, forklift as per Manufacturing License Agreement
- Use of the tools and equipment purchased by the Buyer under Purchase Order 2020-5091.

2. *Warehouse*
- Use of warehousing facilities at Al Ajban for ASKD if required.

3. *Logistical Support*

- The required gate passes and access to the Al Ajban facility to ensure the delivery of contracted goods and services.
- Any assistance with the required visas for ICP staff to provide training and assembly line support.

4. *Assembly Line staff*

- The staff required to assemble the Vehicles in conjunction with ICP staff, at Al Ajban.

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5. *Program Plan*

Description	No Vehicles
Contract Signature	
IGG Alteration/Modification to KII Prototype	
KII-E Pre Production Model - Assembly	
Gerotek Test & Certification Programme	
Cummins Warranty Sign Off	
Allison Warranty Sign Off	
KII-E Production Design Freeze 7 JULY 2020	
Shipment of KII-E PPM to UAE	1
KII-E PPM UAE Testing	
Fabrication of steel parts & Inbound Logistics	
Assembly & Training on Vehicles	1
Assembly & Training on Vehicles	3
Assembly and Production	5
Assembly and Production	10
Assembly and Production	10
Assembly and Production	10
Full Scale Production (15 Units)	15
Full Scale Production (15 Units)	15
Full Scale Production (15 Units)	15
Full Scale Production (15 Units)	15
	100

3) PRICES

Advanced Semi Knockdown Kits (ASKD):

Price of US$ 450,000.00 (Four Hundred and Fifty Thousand United States Dollars) broken down as follows:

Body Parts Pack	$ 220,000.00
Drivetrain & Electrical Pack	$ 220,000.00
Logistical Support for Spare Parts & Maintenance Pack	$ 10,000.00
Total Price	**$ 450,000.00**

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Reg no. 2002/009976/07
VAT no. 4260206265
Klipkop Portion 70. Lynnwood Road Ext. Pretoria
Tel: +27 12 811 8600. Fax: +27 12 811 8616

ANNEX (2) TO CONTRACT NO. IGG/ICP/2020/5252

DELIVERY SCHEDULE

Item	Description	Qty.	Delivery date
1	KASSER II Vehciles	1	On or before 30th of September 2020.
2	KASSER II Vehciles	5	On or before 31st of October 2020.
3	KASSER II Vehciles	10	On or before 30th of November 2020.
4	KASSER II Vehciles	12	On or before 31th of December 2020.
5	KASSER II Vehciles	12	On or before 31st of January 2021.
6	KASSER II Vehciles	14	On or before 28th of Febrauary 2021.
7	KASSER II Vehciles	14	On or before 31st of March 2021.
8	KASSER II Vehciles	12	On or before 30th of April 2021.
9	KASSER II Vehciles	12	On or before 31st of May 2021.
10	KASSER II Vehciles	5	On or before 30th of June 2021.
11	KASSER II Vehciles	3	On or before 31st of July 2021.

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Reg no. 2002/009976/07
VAT no. 4260206265
Klipkop Portion 70. Lynnwood Road Ext. Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8618

ANNEX (3) TO CONTRACT NO. IGG/ICP/2020/5252

FACTORY ACCEPTANCE CERTIFICATE

We hereby certify that the Vehicles as laid down in Contract No. _____ dated _____ have been inspected and accepted according to the terms and conditions of the above contract and found in conformity with the specifications agreed upon.

1.Buyer's Authorized Representative

Name:

signature:

Integrated Convoy Protection (Pty) Ltd
Reg no. 2002/009976/07
VAT no. 4260206265
Klipkop Portion 70, Lynnwood Road Ext. Pretoria
Tel. +27 12 811 8800 Fax: +27 12 811 8816

ANNEX (4) TO CONTRACT NO. IGG/ICP/2020/5252

FACTORY/FINAL ACCEPTANCE PROCEDURE AND REPORT

The following Factory Acceptance Procedures applicable to both phases are attached here to:

CUSTOMER:		**ODOMETER READING:**	
ENGINE TYPE:		**TRANSMISSION:**	
ENGINE NUMBER:		**VIN NUMBER:**	
DATE:		**CHASSIS NO:**	

FACTORY ACCEPTANCE REPORT

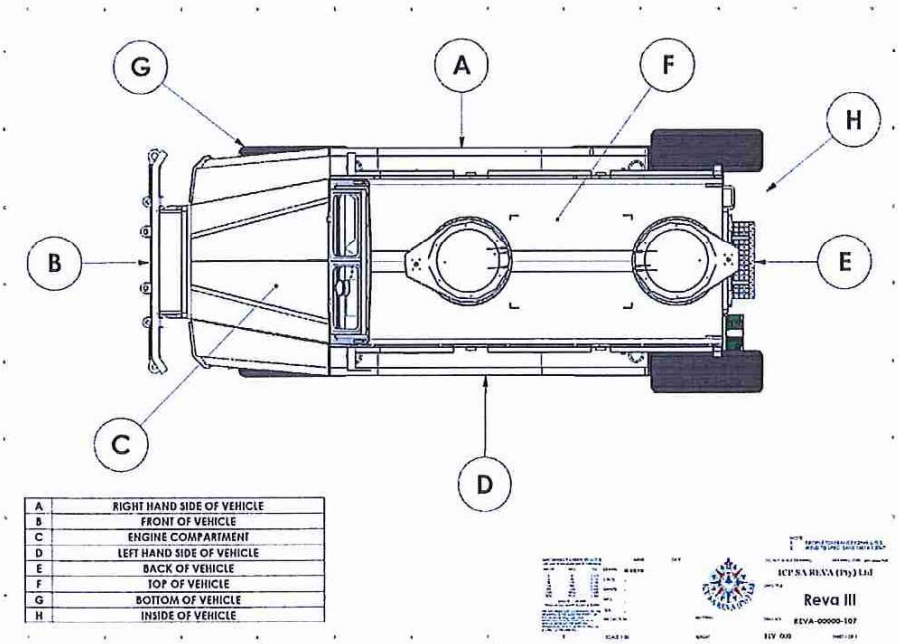


Image for reference only

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Klipkop Portion 70. Lynnwood Road Ext. Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8616

AREA	ITEM DESCRIPTION	PASS	FAIL	REMARKS
A	**Right hand side of vehicle.**			
1	Spare wheel assembly			
2	Spare wheel winch assembly			
3	Diesel tank cover			
4	Diesel tank cap			
5	Diesel tank armour plate			
6	Windows			
7	Secondary armour			
8	Mirror			
9	Upper bin			
10	Lower bin			
11	Water tank cap and tap			
12	Front fender			
13	Condenser unit			
14	Wheels			Wheel Type:
15	Tote (tool box and accessories)			
B	**Front of vehicle**			
1	Bumper			
2	Grill			
3	Radiator protection plate			
4	Headlights			
5	Spotlights			
6	Indicators			
7	Tow bar			
8	Hood			
9	Front windows			
10	Wiper blade			
11	Water washer nozzle			
C	**Engine compartment**			
1	Hoses			

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Tel. +27 12 811 8600 Fax: +27 12 811 8616

AREA	ITEM DESCRIPTION	PASS	FAIL	REMARKS
2	Fluid levels			
3	Belt tension			
4	Fan vs. Cowley			
5	Harness			
6	Batteries			
7	Fire wall insulation			
8	Engine Performance (Power & Torque)			
10	Engine identification plate			
11	Radiator assembly			
12	Air filter assembly			
D	**Left hand side of vehicle.**			
1	Spare wheel assembly			
2	Spare wheel winch assembly			
3	Diesel tank cap			
4	Diesel tank armour plate			
5	Windows			
6	Secondary armour			
7	Mirror			
8	Upper bin			
9	Lower bin			
10	Water tank cap and tap			
11	Front fender			
12	Condenser unit			
13	Wheels			Wheel Type:
E	**Back of vehicle**			
1	Tail lights left and right			
2	Tow hook			
3	Door			
4	Air couplings			

AREA	ITEM DESCRIPTION	PASS	FAIL	REMARKS
5	Rear step			
F	**Top of vehicle**			
1	Turret stops			
2	Weapon mounts			
3	Turret hatch			
G	**Bottom of vehicle**			
1	Protection plates			
2	Drive shafts			
3	Hoses and cabling			
4	Axle hubs			
5	Gear shift cable link			
6	Shock absorbers			
7	Leaf springs			
8	Differential oil level			
9	Transfer case			
H	**Inside of vehicle**			
1	Upholstery			
2	Rear seats			
3	Front seats			
4	Gun ports			
5	Interior lights			
6	Fire extinguisher			
7	Electrical ports			
8	Gear shifts			
9	Dash controls			
10	Identification plate			
11	Air conditioning ducting			
12	Labels			
I	**Test drive**			
1	Starting and idling			

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AREA	ITEM DESCRIPTION	PASS	FAIL	REMARKS
2	Gauges			
3	Pull away			
4	Gear shifting			
5	Braking			
6	Turning			
7	Acceleration			
8	Temperatures			
9	Air conditioning			
10	**Check for oil leaks**			
	Engine			
	Gearbox			
	Cooling / Heating System			
	Exhaust			
	Hub seals			
11	**Check for fluid levels and re-fill**			
	Engine			
	Gearbox			
	Differential			
	Brake Fluid			
	Cooling / Heating System			
	Exhaust			
	Hub seals			
	Drive belts			
	Hydraulic lines, fittings, connections/components for leaks (Underneath)			
	Re-torque all u-bolts			

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Tel: +27 12 811 8600 Fax: +27 12 811 8616

REMARKS:

AREA	ITEM DESCRIPTION	PASS	FAIL	REMARKS
12	Keys			
	Two Ignition Keys			
	Two Keys for each bim			

X
ICP QC Official

X
Name and surname

X
ICP TEST DRIVER

X
Name and surname

International Golden Group
Contracts Dept.
P.O. Box: 43999, Abu Dhabi, U.A.E.

Integrated Convoy Protection (Pty) Ltd
Reg no. 2002/009976/07
VAT no 4260206265
Klipkop Portion 70. Lynnwood Road Ext. Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8616

X _____ X _____

IGG REPRESENTATIVE | Name and surname

By signing this document the parties agree that:

- ICP Warants that the vehicle complies with the technical specification as set out as per Contract and ICP Technical Specification
- The vehicle is in good order and complies with standards of both manufacturer and client.

Integrated Convoy Protection (Pty) Ltd
Reg no. 2022/[illegible]
VAT no. 4260206265
Klipkop Portion 70. Lynnwood Road Ext. Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8616

ANNEX (5) TO CONTRACT NO. IGG/ICP/2020/5252

FINAL ACCEPTANCE CERTIFICATE

We hereby certify that all the Vehicles contracted for as per contract No. _____ dated _____ have been received and finally accepted in accordance with the terms and conditions of the above contract and specifications agreed upon.

Signed by:

Buyer's authorized Representative

Name:

Signature: **Date:**

International Golden Group Contracts Dept. P.O. Box Ajman, U.A.E.

Integrated Convoy Protection (Pty) Ltd
Reg no. 2002/009976.07
VAT no. 4260206265
Klipkop Farm 70 Lynnwood Road Ext. Pret
Tel: +27 12 811 8600 Fax: +27 12 811 8611

ANNEX (6) TO CONTRACT NO. IGG/ICP/2020/5252

SPECIMEN PERFORMANCE/WARRANTY UNDERTAKING LETTER

OUR REF: .....

DATE: ..../...../.....

UDERTAKING LETTER

With reference to the Contract No. ***IGG/ICP/2020/5252*** concluded on .../..../.... by and between: International Golden Group PJSC, Post Box No. 43999, Abu Dhabi UAE, hereinafter called the Buyer and ....., hereinafter called the Seller for the supply of ..... and in accordance with Article 15 of the said Contract, we the undersigned hereby guarantees that we will perform our obligations including warranty under above referenced contract in accordance with the terms and conditions set therein. We hereby undertake to replace any item found defective or not in conformity with the agreed specifications free of charge.

FOR AND ON BEHALF OF .....

Name: .....

Position: .....

Signature: .....

International Golden Group Contracts Dept. P.O. Box: 43999 Abu Dhabi, U.A.E.

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Reg no. 2002/009976/07
VAT no. 4260206265
Klipkop Portion 70, Lynnwood Road Ext [illegible]
Tel: +27 12 811 8600 Fax: +27 12 8[illegible]

ANNEX (7) TO CONTRACT NO. IGG/ICP/2020/5252

WARRANTY CLAIM DECLARATION / SERVICE COMPLETION

We hereby certify that the Items/Equipment/training contracted for as per contract No. _____ dated _____ have been received and the following Items/Equipment/training:

1.
2.
3.

have been completed or have no outstanding warranty claim lodged against the named Items/Equipment/training in accordance with the terms and conditions of the above contract and specifications agreed upon.

Signed by:

Buyer's authorized Representative

Name:

Signature: **Date:**

International Golden Group Contracts Dept. P.O. Box: 43999, Abu Dhabi, U.A.E.

Integrated Convoy Protection (Pty) Ltd
Reg no. 2002/009976 07
VAT no. 4260206265
Klipkop Portion 70, Lynnwood Road Ext [illegible]
Tel: +27 12 811 8600 Fax: +27 12 811 [illegible]

ANNEX (8) TO CONTRACT NO. IGG/ICP/2020/5252

WARRANTY TERMS AND CONDITIONS

WARRANTY PERIOD: 24 MONTHS

Terms and Conditions:

INTEGRATED CONVOY PROTECTION warrants the vehicle and parts thereof, manufactured by it to be free from defects in material and workmanship, subject to the following terms and conditions:

1. This warranty shall be in force for a period of 24 months whichever occurs earlier from the date of acceptance by the End User in the country where acceptance will be taken.
2. The obligation under this warranty shall be limited to repairing or replacing free of charge such component or spare part which is referred to INTEGRATED CONVOY PROTECTION within the Warranty period and which in INTEGRATED CONVOY PROTECTION's opinion is defective due to manufacturing fault. This warranty is expressly in lieu of all warranties, whether by law or otherwise, expressed or implied, and all other obligations or liabilities on INTEGRATED CONVOY PROTECTION's part.
3. With regard to components and Spare Parts not manufactured by INTEGRATED CONVOY PROTECTION but bought by it from other manufacturers, such as engine, tyres, batteries, rubber parts, electrical equipment, air conditioning equipment and accessories, customer shall be entitled to exercise, so far as permissible by law, such rights as INTEGRATED CONVOY PROTECTION itself may have against the manufacturers concerned under the warranty, if any, given by such manufacturers.
4. Any part which is supplied by INTEGRATED CONVOY PROTECTION and subsequently replaced, it shall become the property of INTEGRATED CONVOY PROTECTION.
5. This warranty shall not apply if it is found that the vehicle has not been used and maintained as prescribed and the component or spare part have been repaired or altered or subjected to misuse, negligence, or stored inadequately or damaged in transit.
6. This warranty is in force so long as a Reva qualified technician does the maintenance on the vehicle, training will be made available to train the technicians.

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VAT no. 4260206265
Klipkop Portion 70, Lynnwood Road Ext, Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 3818

7. So far as the warranty is concerned, customer shall have no other rights except those referred to above and in particular no right to repudiate any agreement, to claim any reduction of the purchase price or to demand any payment of damages or compensation for accrued or consequential losses.
8. This warranty does not cover natural wear and tear or any damage due to negligent or improper storage or operation of the product by the User. No warranty is applicable on electrical/electronic items.
9. Claims arising from this warranty will be recognized by INTEGRATED CONVOY PROTECTION only if they are notified in writing to it by customer without delay after the defect has been ascertained.
10. The foregoing provisions shall apply to any component or spare part replace under the terms of the warranty.
11. It is expressly agreed that there are no warranties statutory or otherwise expressed or implied on the component parts or spare parts except the warranty herein contained.

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Reg no. 2002/009976/07
VAT no. 4260206265
Kiepersol Park, 702 Jan Smuts Road Ext. Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8616

ANNEX (9) TO CONTRACT NO. IGG/ICP/2020/5252

SPARE PARTS KITS

The following spare parts are included in the price of the ASKD kit

Part No	Description	Quantity
K2-3000-001	Kasser II Service Kit	100

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VAT no. 4260206265
Klipkop Portion 70, Lynnwood Road Ext Pretoria
Tel. +27 12 811 8600 Fax. +27 12 811 8610

ANNEX (10) TO CONTRACT NO. IGG/ICP/2020/5252

ADVANCE PAYMENT LETTER OF GUARANTEE

1. With reference to P.O No. ***IGG/ICP/2020/5252*** concluded on by and between: **International Golden Group PJSC.**, Post Box No. 43999, Abu Dhabi UAE, hereinafter called (the "**Buyer**") and **Integrated Convoy Protection (PTY) LTD,** hereinafter called (the "**Seller'**) for the supply of modified REVA V 4X4 ASKD in accordance with the contract stipulating that an amount of ---------- $ Only (……) representing 20% of the value of the contract shall be paid as advance payment to the **Sellers**, we; ..... hereby guarantee that the **Seller** will perform his obligations under above referenced contract in accordance with the terms and conditions set therein.
2. In case of the failure of the **Seller** to meet the terms and conditions of the above mentioned P.O, we hereby undertake to reimburse the full amount paid to the **Seller** as advance payment to the **Buyer** upon first written demand by the **Buyer** confirming the failure of the **Seller** to meet **Seller's** contractual obligations under the said contract
3. In case we fail to reimburse the amount paid as advance payment with ten (10) working days of the **Buyer** notice, the Buyer has the right to deduct form any outstanding payment for the **Seller** or for us with the **Buyer** and/or with any of its affiliates.

FOR AND ON BEHALF OF ……

Authorized signatory:

Name: ……

Position: ……

Signature: ……

STAMP:

Integrated Convoy Protection (Pty) Ltd
Reg no. 2002/009976/07
VAT no. 4260206265
Klipkop Portion 70. Lynnwood Road Ext. Pretoria
Tel: +27 12 811 8600 Fax: +27 12 811 8616