

GENERAL TERMS & CONDITIONS OF SALE AND DELIVERY

1. General – Scope of Application

Unless otherwise expressly agreed, these General Terms and Conditions of Sale and Delivery (“**GTC**”) of Novomatic Africa (PTY) LTD (“**Novomatic Africa (PTY) LTD**”), as amended from time to time shall exclusively apply to delivery of purchased items and, *mutatis mutandis*, to provision of services by Novomatic Africa (PTY) LTD. The GTC of Novomatic Africa (PTY) LTD shall be in each case an integral part of the contract. These GTC shall also apply to all future contractual relationships with the customer.

General terms and conditions of the customer shall not become part of the contract, even if they are not expressly objected to by Novomatic Africa (PTY) LTD. After accepting an order from Novomatic Africa (PTY) LTD or concluding a contract with Novomatic Africa (PTY) LTD the customer waives application of its own general terms and conditions, in particular of the clause providing for exclusive application of the same.

Deviations from these GTC shall only be effective if confirmed and/or acknowledged by Novomatic Africa (PTY) LTD in writing.

Waiving any special notice, the customer authorizes Novomatic Africa (PTY) LTD to use personal data to the extent permitted by any applicable statutory law governing the protection of personal data and necessary for the implementation of the contractual relationship and to disclose such personal data to the Novomatic Africa (PTY) LTD’s personnel involved in the implementation of the contractual relationship.

2. Offers

Offers made by Novomatic Africa (PTY) LTD shall be deemed non-binding and shall be subject to change unless they are submitted in writing and are explicitly specified as binding. Offers made by Novomatic Africa (PTY) LTD shall be valid for a maximum time period of 30 (Thirty) days. Novomatic Africa (PTY) LTD reserves the right to refuse orders also without stating any reasons.

Execution documents, such as, but not limited to, figures, drawings, calculations, plans and sketches or other technical documents as well as samples, price lists, manuals, handouts, catalogues, brochures, illustrations and the like, shall always remain the intellectual property of Novomatic Africa (PTY) LTD respectively the corresponding holder of rights within the NOVOMATIC Group and shall be subject to the relevant statutory provisions on reproduction, imitation, competition etc. This also applies to such written documents designated as "confidential". No documents relating to offers or projects must be copied or made accessible to third parties without the express written consent of Novomatic Africa (PTY) LTD. Novomatic Africa (PTY) LTD may, at any time, ask that these documents must be returned, and they shall be returned by customer to Novomatic Africa (PTY) LTD immediately, but no later than 14 (fourteen) days if the order is placed by someone else.

3. Conclusion of the Contract

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The Agreement shall be deemed concluded once Novomatic Africa (PTY) LTD, upon receipt of the customer order, has issued a written "order confirmation" or has dispatched a shipment.

Any information contained in catalogs, brochures or other documents of Novomatic Africa (PTY) LTD, as well as other written or oral statements shall only be relevant and binding if they are expressly referred to in the order confirmation.

4. Prices

Unless otherwise agreed, the prices shall be "ex works" (Incoterm 2020) or "ex warehouse" NOVOMATIC AG, 2253 Gumpoldskirchen, Austria or any other affiliate, production site or warehouse of NOVOMATIC AG ("NOVOMATIC Group"), inclusive of standard packaging and exclusive of loading, disassembly, return and disposal of electrical and electronic equipment as well as VAT and other taxes. If fees, taxes or other charges are levied in connection with the delivery, they shall be borne by the customer. If delivery including shipment has been agreed, the cost of shipment as well as cost of transport insurance, requested by customer, if any, shall be charged to the customer separately but shall not include unloading and distribution. Packaging shall only be taken back, if this was explicitly agreed. Packaging and packing aids must only be re-used by the customer if the logo and the name of Novomatic Africa (PTY) LTD respectively of any other entity within the NOVOMATIC Group as well as the trademark and other marks of Novomatic Africa (PTY) LTD respectively of any other entity within the NOVOMATIC Group have been made unrecognizable.

In the event of Standard Games, the prices quoted by Novomatic Africa (PTY) LTD to customer shall apply to games, cabinets and accessories listed in Novomatic Africa (PTY) LTD's catalogues. Any different or additional accessories, features or requirements to these Standard Games may be subject to additional charges and shall be expressly agreed between Novomatic Africa (PTY) LTD and the customer prior to any customer order.

The prices are based on the costs applicable at the time of the first offer made by Novomatic Africa (PTY) LTD to the customer. If costs increase by the time of delivery, Novomatic Africa (PTY) LTD shall be entitled to adjust the prices accordingly, in particular, but not limited to, due to collective agreements or an increase of material prices.

If the prices given by Novomatic Africa (PTY) LTD are stated in a foreign currency, they are based on the middle rate of the date the order confirmation is issued. In case of changes in exchange rates of more than 10% (ten percent) to the detriment of Novomatic Africa (PTY) LTD, Novomatic Africa (PTY) LTD shall be entitled to adjust the prices accordingly.

5. Payment Terms

Unless special terms of payment have been agreed between Novomatic Africa (PTY) LTD and the customer in writing, the invoice amount (net purchase price plus VAT) shall be due for payment not later than 14 (fourteen) days after the invoice date.

Payments shall be made to Novomatic Africa (PTY) LTD without any deduction in the currency stated in the invoice. The date of payment shall be the day of receipt by Novomatic Africa (PTY) LTD and the payment shall be deemed effected on the date on which Novomatic Africa (PTY) LTD is able to dispose of the amount. All interests and expenses (as, e.g., charges) in connection therewith shall be borne by the customer.

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All invoices are issued by Novomatic Africa (PTY) LTD directly to the customer. Novomatic Africa (PTY) LTD does not accept payments from third parties on behalf of the customer without prior written consent by Novomatic Africa (PTY) LTD. In the event that the customer wishes to make payments through a third party, the Customer is obliged to specify in writing no less than 14 (fourteen) days in advance the reason why the payment is to be made by a third party, as well as the relationship between the customer and that third party. In any case, Novomatic Africa (PTY) LTD reserves the right not to accept such a payment by a third party.

Both in case of payments by the Customer or, if Novomatic Africa (PTY) LTD explicitly agreed to in writing, of payments by third parties on behalf of the customer, the customer is obliged to ensure that his funds and/or the funds of third parties have not been proceeded by means of criminal activities and have legal origin.

6. Event of Default

If the customer is in delay of paying the invoice, regardless whether has been caused by the customer, the customer shall be deemed to be in default without the need for any notice of default or judicial intervention, and Novomatic Africa (PTY) LTD shall be entitled, without prejudice to its other rights

- a. to suspend fulfillment of Novomatic Africa (PTY) LTD's obligations according to the contract, pending payment or other performance, and to extend the delivery date by a reasonable length,
- b. to demand immediate payment of all accounts receivable outstanding which are to be paid on the basis of this transaction or other transactions and to charge default interest in the amount of 10% (ten percent) per year as of the respective due date plus VAT unless Novomatic Africa (PTY) LTD provides evidence of additional costs,
- c. to rescind the contract in case of reasonable grace period is not complied with.

In any case Novomatic Africa (PTY) LTD is entitled to charge the customer for pre-procedural costs, in particular dunning and collection charges and attorney costs.

In case payment installments are negotiated, payment default of customer is declared if even one payment installment is late or not received to Novomatic Africa (PTY) LTD in full on the agreed date. With the occurrence of payment default, the entire outstanding amount is due immediately and without requiring notification.

The customer may only set off claims against receivables of Novomatic Africa (PTY) LTD if they are legally established, undisputed or acknowledged by Novomatic Africa (PTY) LTD in writing.

7. Reservation of ownership – Assignment of claims

Novomatic Africa (PTY) LTD reserves the right to retain title to all purchased items delivered by it until full payment of the prices invoiced plus interest, charges and costs. For the purpose of securing the purchase price claim of Novomatic Africa (PTY) LTD the customer hereby assigns to Novomatic Africa (PTY) LTD its claim under a resale of purchased items to which title is retained even if the purchased items were processed, redesigned or mixed. In the case of an attachment or other seizure, the customer shall be obliged to indicate that Novomatic Africa (PTY) LTD holds the title of the purchased items and to notify Novomatic Africa (PTY) LTD immediately.

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In case of payment delay, the Supplier is entitled to retrieve the purchased item at the expense of the customer and – setting off the sale proceeds against the customer's debts and preserving the interests of the customer – to freely exploit it, and to postpone the delivery of ordered purchased items until full payment of debts.

8. Conditions of delivery obligation

Novomatic Africa (PTY) LTD's delivery obligation is conditional upon clarification of all technical issues and the proper performance of all obligations of the Customer. Novomatic Africa (PTY) LTD's delivery times are subject to change. Novomatic Africa (PTY) LTD shall be entitled to make and invoice partial or advance deliveries of purchased items.

The customer is obligated to inform Novomatic Africa (PTY) LTD in writing immediately, no later than prior to handover of the purchased item, concerning any personal or material obstacles preventing shipment or use of the purchased item at its destination. The customer guarantees that the import and/or use of the purchase object shall only occur in compliance with all relevant legal regulations (especially gambling laws, licensing regulations) and regulatory requirements. The regulatory permits required for the transport and operation of the purchased items must be obtained by the customer. Likewise, the customer must immediately submit all necessary applications in connection with the export of the purchased items from the customs territory of the European Union, obtain all necessary regulatory approvals and, in particular, transmit to unsolicited the relevant proof of export (EX1 export form, export certificate for VAT purposes). Any abusive or unlawful use of the delivered goods shall entitle Novomatic Africa (PTY) LTD - even after full payment - to bring forth injunctions, to assert claim for damages and to immediately dissolve all other contracts concluded with the customer.

The customer expressly waives any claim for damages due to late delivery. In case of late submission of export declarations within 3 (three) months from transfer of risk (see item 10 of the GTC), Novomatic Africa (PTY) LTD is expressly entitled to retroactively set off the VAT and late interest charges pursuant to item 6. b of the GTC. Likewise, Novomatic Africa (PTY) LTD is entitled at the time of sale or delivery to non-EU countries, upon invoicing, to collect a deposit in advance for VAT until Novomatic Africa (PTY) LTD has received all required export documents.

9. Compliance with Export Control Regulations

The customer hereby acknowledges and confirms that the customer will comply at all times with any national and international applicable law, regulation and sanctions programs (including, but not limited to: <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>; and http://export.gov/ecr/eg_main_023148.asp; <https://www.sanctionsmap.eu/#main>) governing the export, import, transfer, use or re-export of the purchased item including those countries in which he does business or has business partners and understands these provisions.

The customer's failure to comply in all respects with the requirements of this trade compliance regulations shall constitute a material breach of these GTC and entitles Novomatic Africa (PTY) LTD to immediately suspend or terminate the respective contract between Novomatic Africa (PTY) LTD and the customer. The customer agrees to indemnify and hold Novomatic Africa (PTY) LTD harmless from any and all costs, liabilities, penalties, sanctions and fines

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related to non-compliance with applicable foreign trade laws, export and import laws and regulations.

10. Transport – Passing of risk

Delivery is made on "Ex works Gumpoldskirchen, Austria" or any other entity of NOVOMATIC Group according to item 4 of the GTC basis. The risk is transferred when the delivery item is handed over to the forwarding company for loading.

Forwarding and all other miscellaneous costs, such as shipping insurance, customs, export and import equalization taxes, shall be borne without exception by the customer, who also has the duty of obtaining necessary export and import licenses.

11. Warranty – Liability

Warranty rights and other claims of the customer are conditional upon properly fulfilling its inspection and notification duties. Complaints due to defects require the written form for validity and must be proven to have reached Novomatic Africa (PTY) LTD no later than 10 (ten) days after taking over the purchased item - otherwise, any claims will be lost. If a complaint due to a defect is not made or not made in a timely manner, the purchased item shall be deemed accepted. The assertion of claims for warranty or damages, including consequential damages and the right to challenge errors, are excluded in these cases.

The warranty period is 6 months, calculated from the transfer of risk pursuant to item 10 of these GTC. This period shall also apply to the limitation period for asserted claims for damages. Only the customer shall be entitled to assert claims for defects and such claims shall not be assignable to third parties.

With respect to used purchased items, the customer waives the right to assert any claims.

Assertion of a defect shall not release the customer from its payment obligations.

Novomatic Africa (PTY) LTD shall be obliged to repair any defect impairing functionality which exists at the time of delivery and is the result of an error in the construction, of the material or of workmanship. No warranty claims may be deduced from information contained in catalogues, brochures or other written or oral statements that have not been expressly included in the contract.

Novomatic Africa (PTY) LTD shall be entitled to decide whether to remedy the defect (rectification) at the Novomatic Africa (PTY) LTD plant or any other plant of an entity within the NOVOMATIC Group or to make a replacement delivery. Any shipping, delivery or labor costs incurred within the scope of remedying defects or making replacement deliveries shall be borne by the customer. Novomatic Africa (PTY) LTD shall assume the costs of spare parts and materials. Replaced parts shall become the property of Novomatic Africa (PTY) LTD. Warranty defects shall only entitle the customer to cancel and nullify the contract if the customer furnishes proof that an essential defect existed upon handover, the rectification of which is objectively impossible or that Novomatic Africa (PTY) LTD has not repaired such a defect despite the setting of a reasonable grace period in writing.

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After a defect has been identified by the customer, any disposal of the goods without the express consent of Novomatic Africa (PTY) LTD shall be inadmissible.

Defects of the purchased items resulting from arrangement and assembly not effected by Novomatic Africa (PTY) LTD, insufficient set-up, non-observance of installation requirements and conditions of use, excessive use of purchased items beyond the performance advised by Novomatic Africa (PTY) LTD, negligent or improper treatment or use of unsuitable operating materials shall be excluded from any warranty; this shall also apply to defects attributable to material provided by the customer. Furthermore, Novomatic Africa (PTY) LTD shall not be liable for damage caused by acts of third parties, atmospheric discharges, excessive voltage or chemical impacts. Warranty shall not apply to replacement of purchased items which are subject to natural wear and tear.

The warranty of Novomatic Africa (PTY) LTD shall forfeit immediately if the customer itself or a third party who has not expressly been authorized by Novomatic Africa (PTY) LTD alters or repairs the purchased items without the written consent of Novomatic Africa (PTY) LTD.

Except for personal injuries, within the scope of statutory provisions Novomatic Africa (PTY) LTD shall be liable for damages only if it can be proven that it acted with willful intent or gross negligence. Liability whatsoever for slight negligence, damages or consequential damages, pecuniary damage, lost interest and damages on grounds of claims of third parties vis-à-vis the customer, such as those claims made by players or indirect damages and lost profits or advantages gained by individuals or on behalf of third parties with or without technical means or other manipulations of gaming operations or game results or other third party claims against the customer, also in recourse proceedings, shall be excluded.

In any case, a lawfully-asserted claim for damages is limited to the net purchase price of the item to which the damage can be attributed.

The customer expressly agrees to register on the website of NOVOMATIC AFRICA (PTY) LTD (<http://www.novomatic.co.za>) to get access to technical information and support concerning the delivery items. Since the customer may get access to sensitive technical information, the registration of the customer is necessary prior to such access.

The customer agrees to observe and immediately follow the regularly released update bulletins on the website of NOVOMATIC AG's Technical Support (<http://www.novomatic.com/produkte/support/technical-bulletins>) concerning the delivery items (access to technical bulletins requires customer registration pursuant to item 10 of these GTC). The customer's failure to uphold this duty shall lead to expiry of all warranty and claims for damages obligations of Novomatic Africa (PTY) LTD towards the customer.

12. Force Majeure

In the event of Novomatic Africa (PTY) LTD being unable to fulfill their contractual duties as a result of force majeure (shall include but not limited to all kinds of acts of God, such as, e.g. earthquake, lightning, frost, storm, floods) or due to other unforeseeable circumstances for which Novomatic Africa (PTY) LTD bears no responsibility (e.g., mobilization, war, terrorism, laws, official interventions, seizure, transport problems, restrictions on import, export and transit, exchange restrictions on international payments, shortage in raw materials and energy as well as breakdown of operations, such as, e.g., explosion, fire, strikes, insurgence,

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sabotage and any other events which it would only be possible to prevent at disproportionately high costs and with commercially unreasonable means), the delivery terms agreed on shall be extended by the duration of the obstruction plus an appropriate resumption time.

Furthermore, Novomatic Africa (PTY) LTD shall not be held responsible for the circumstances mentioned if they occur during an already existing delay. Novomatic Africa (PTY) LTD shall notify the customer as soon as possible of the start and expected end of such circumstances.

If the delivery is delayed for more than 6 (six) months due to consequences of force majeure, Novomatic Africa (PTY) LTD and the customer shall be entitled to rescind the contract.

13. Locks

Without any legal right or claim for the customer, Novomatic Africa (PTY) LTD will at its own discretion provide service and cash box access locks for gaming machines, if the customer requests these locks within the warranty period of six months (calculated according to item 10 of the GTC). Novomatic Africa (PTY) LTD will replace these locks only once and solely if the customer has requested the replacement of these locks in writing during the abovementioned warranty period.

14. Intellectual Property Rights

The customer is obliged to protect the intellectual property rights of Novomatic Africa (PTY) LTD or those licensed to Novomatic Africa (PTY) LTD, in particular copyrights, trademarks, design or patent rights ("IP rights") of NOVOMATIC AG, and to reimburse Novomatic Africa (PTY) LTD or NOVOMATIC AG for any damage incurred by Novomatic Africa (PTY) LTD or NOVOMATIC AG due to the breach of such rights. In case of legal infringement by a third party, the customer shall immediately notify Novomatic Africa (PTY) LTD in writing and, at request of Novomatic Africa (PTY) LTD, shall provide legal assistance in the lawsuit at his own expense.

The customer is prohibited to reproduce or imitate any purchased item without the prior written consent of Novomatic Africa (PTY) LTD or NOVOMATIC AG, to modify the source code of any software delivered with the purchased item or to make any copies without the prior express written consent of Novomatic Africa (PTY) LTD or NOVOMATIC AG or to separately exploit or reproduce programs.

The customer is entitled to use the IP rights only after the explicit written consent of Novomatic Africa (PTY) LTD or NOVOMATIC AG, whereas the extent and details of such entitlement shall be separately agreed in writing.

15. Termination of contract in case of continuous obligations

Unless agreed otherwise in writing, continuous obligations may be terminated by Novomatic Africa (PTY) LTD by giving 6 (six) months' notice. Novomatic Africa (PTY) LTD may terminate contracts with immediate effect for cause. This shall include cases of gross or repeated violation of material contractual duties by the customer or the opening of insolvency proceedings over the assets of the customer or dismissal of a petition for opening of insolvency proceedings for lack of sufficient assets to cover the costs. In case of a justified rescission, the customer shall bear the costs of returning the purchased items.

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16. Arbitration clause – Applicable law

Except for those provisions of this Agreement which provide for their own remedy, any dispute arising out of or in connection with this Agreement or the subject matter of this Agreement (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction) shall be finally resolved in accordance with the Rules of, and by an arbitrator appointed by the Arbitration Foundation of South Africa.

This Agreement shall be implemented and interpreted in accordance with the laws of the Republic of South Africa. "

17. Other Provisions

17.1 Severability Clause

If individual provisions of the contract or of these GTC are or become ineffective, invalid and/or unenforceable, the effectiveness, validity and/or enforceability of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective, valid or enforceable provision which comes as close as possible to the economic purpose intended.

17.2 Confidentiality

The customer shall maintain secrecy about the fact that a contract has been concluded and in advertising materials or reference lists, shall only refer to its contractual relationship with Novomatic Africa (PTY) LTD after Novomatic Africa (PTY) LTD has agreed thereto in writing. Novomatic Africa (PTY) LTD and the customer undertake to treat all commercial and technical details which are not publicly known and of which they obtain knowledge in the course of the contractual relationship as a trade secret. Suppliers shall be obliged accordingly to the customer. The customer shall be liable for any damage, including intangible damage, caused to Novomatic Africa (PTY) LTD due to non-compliance with the foregoing, at least with a contractual penalty of 10% (ten percent) of the overall order sum for each incidence of non-compliance.

17.3 Data Protection

The parties may disclose personal data such as name, address, e-mail address and telephone number to each other. Each party herewith authorizes the other party to use personal data to the extent permitted by any applicable statutory law (in particular national and international data protection regulations) governing the protection of personal data and necessary for the contractual relationship.

Personal data of each party shall not be disclosed to third parties without prior approval of the concerned party. Each party can revoke this consent unless the revocation is in conflict with any legal, data protection or data security obligations.

17.4 Compliance

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During the contract initiation phase between Novomatic Africa (PTY) LTD and the customer, it is a general policy of Novomatic Africa (PTY) LTD that business and personal disclosure forms are provided to the customer by Novomatic Africa (PTY) LTD. The customer is obliged to fully complete these forms by providing correct and truthful information within a reasonable period, but no later than 2 (two) weeks after receipt of the forms. If this mandatory period of 2 (two) weeks is not observed by the customer or if the customer provides any untrue, inaccurate, or incomplete information in the forms as a result of Novomatic Africa (PTY) LTD's compliance reviews during the contract initiation phase, or Novomatic Africa (PTY) LTD has reasonable grounds to suspect that such is the case during the period of contractual relationship,

Novomatic Africa (PTY) LTD reserves the right to terminate the contract initiation phase and any contract negotiations concerning this matter, respectively, the contractual relationship with the customer, if a contract already has been concluded, at any time without indicating any reasons and with immediate effect.

The customer expressly warrants that it works on a lawful manner and only in establishments and jurisdictions, where the ownership and use of such gaming equipment and parts are provided for by law, decree or by license. The customer has to provide a copy of his respective license to Novomatic Africa (PTY) LTD within 2 (two) weeks upon acceptance of this GTC. If this mandatory period of 2 (two) weeks is not observed by the customer, Novomatic Africa (PTY) LTD reserves the right to withdraw from the contract at any time without indicating any reasons or to terminate this contractual relationship with the customer with immediate effect.

17.5 Non-Assignment

The customer shall not be entitled to assign its rights and duties or its accounts receivable from Novomatic Africa (PTY) LTD to third parties without the prior written consent of Novomatic Africa (PTY) LTD.

17.6 Written Form

Any declarations, notifications, etc. addressed to Novomatic Africa (PTY) LTD shall be made in writing and shall bear an original signature in order to have legal effect. Agreements which provide for deviation from such formal requirement shall be made in writing.

18. Effectiveness

These GTC entered into effect on January 1, 2022 and supersede any GTC in effect up to that time.

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