

Effective Date: February 2026

## **MINERAL MILESTONE SOLUTIONS (PTY) LTD — TERMS & CONDITIONS OF SALE**

**Effective date:** February 2026

**Company details:** Mineral Milestone Solutions (Pty) Ltd (Registration No. 2023/959316/07) Registered address: Landsmeer Equestrian Estate, 1 Jan Smuts Road, Meerhof, Hartbeespoort, North West, 0216, South Africa

**VAT:** Not VAT registered

**Domicilium citandi et executandi:** 17-W Landsmeer Equestrian Estate, 1 Jan Smuts rd, Meerhof, Hartbeespoort, 0216

**Jurisdiction:** Republic of South Africa

### **1. Introduction & Acceptance**

- 1.1 These Terms and Conditions ("**Terms**") govern all quotes, orders, and sales of goods by Mineral Milestone Solutions (Pty) Ltd ("**Mineral Milestone**", "**we**", "**us**", "**our**") to any customer ("**you**", "**your**").
- 1.2 By placing an order via our website, BOQ process (as defined below), or accepting a quotation, you agree to be bound by these Terms.

### **2. Business Model & Product Sourcing**

- 2.1 Mineral Milestone operates as a reseller to the mining, construction and industrial sectors via an e-commerce platform.
- 2.2 We generally do not hold stock. Products are supplied by approved manufacturers/suppliers and are "off-the-shelf" items built to recognised SANS/ISO standards as specified by the supplier.
- 2.3 Specifications, technical data sheets, drawings and 3D models are provided to assist selection and may originate from suppliers or OEMs.

### **3. Definitions & Interpretation**

- 3.1 "**BOQ**" means Bill of Quantities created by you or with your input.
- 3.2 "**Invoice**" means a tax/non-tax invoice issued following acceptance of a Quote.
- 3.3 "**Quote/Quotation**" means our formal pricing and lead-time document derived from a BOQ.
- 3.4 In the event of conflict, the order of precedence is: Invoice→ Approved Quotation → BOQ.



**Location:** 14B Marconi Nook,  
Hennopspark, Centurion,  
Gauteng, South Africa, 0172



**Phone:** +27 79 490 9066



**Email:**  
[service@mineralmilestone.com](mailto:service@mineralmilestone.com)



**Web:**  
[www.mineralmilestone.com](http://www.mineralmilestone.com)

## 4. Pricing, Currency & Errors

- 4.1 Prices are in South African Rand (ZAR) and are binding for the validity period stated on the Quote/website.
- 4.2 We may correct errors & omissions (E&OE), including pricing, description and system errors, and may cancel affected orders with a prompt refund if already paid. Market-leading SA platforms apply similar safeguards to correct listing/pricing errors in appropriate cases.
- 4.3 If a supplier imposes a sudden increase, we may (i) absorb minor differences, or (ii) offer you the option to proceed at the adjusted price or cancel and obtain a refund.

## 5. BOQs, Quotations & Validity

- 5.1 BOQs and Quotations are valid for 30 (thirty) days unless stated otherwise.
- 5.2 Once you approve a Quote in writing (email acceptable), an order is formed for the quoted items and quantities.

## 6. Orders, Accounts & Age Requirement

- 6.1 To place an order, you warrant you are 18 years or older, legally capable of entering into binding contracts in South Africa, and that all account details you provide are accurate and up to date.
- 6.2 We may suspend or cancel orders or accounts in cases of suspected fraud, abuse, or material breach of these Terms.

## 7. Payment Terms & Security

- 7.1 Orders are processed only after we receive full payment or acceptable proof of payment.
- 7.2 Accepted methods: Payfast (online card/Instant EFT, etc.) and EFT. When using Payfast, payment processing and card security are performed by the third-party gateway, and no card details are stored on our site. (See Payfast terms and security policy.)
- 7.3 We are not responsible for gateway outages or processing errors attributable to third-party payment providers, to the extent permitted by law.

## 8. Delivery, Risk & Ownership

- 8.1 Delivery lead-times are estimated based on supplier input and volumes. For large quantities, lead-times may vary; however, we will manage suppliers actively and, where possible, ensure lead-times do not exceed 1.5× the original estimate.
- 8.2 Risk and ownership transfer to you on signature of the delivery note by you or your authorised agent at the stipulated delivery address.



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## 9. Transport & Cross-Border Deliveries

- 9.1 We carry transport risk within South Africa and up to border points for neighbouring Southern African countries.
- 9.2 Beyond SA borders, import duties, taxes, customs charges, and border-related risks are for your account. If relevant, we may confirm responsibilities using Incoterm-style clarity in the Quote/Invoice for international deliveries.

## 10. Returns, Cancellations & Your Legal Rights

- 10.1 Our Return Policy (as amended from time to time on our website) forms part of these Terms.

## 11. Warranties

- 11.1 Products carry manufacturer warranties and, where applicable, Mineral Milestone support.
- 11.2 Warranty claims must be submitted within the period stipulated in the manufacturer warranty or within 30 days by default if no period is stated in the Quote.
- 11.3 Warranties do not cover misuse, improper installation, unauthorised repairs or modifications, wear and tear, or operation contrary to specifications.

## 12. Installation, Compliance & Fitness for Purpose

- 12.1 You are responsible for correct installation, regulatory compliance, and determining fitness for purpose, unless expressly included in writing in our scope.
- 12.2 Technical and safety compliance (e.g., electrical, mechanical, mining site rules) remains your responsibility.

## 13. Limitation of Liability

- 13.1 To the fullest extent permitted by South African law, Mineral Milestone shall not be liable for any indirect, consequential, special, punitive, or economic losses, including but not limited to loss of profits, loss of production, loss of data, loss of business opportunities, or any form of business interruption, arising from or connected to the sale, delivery, installation, use, or performance of the products.
- 13.2 Mineral Milestone's total aggregate liability for any claim arising out of or relating to these Terms, whether in contract, delict (including negligence), statute, or otherwise, shall not exceed the total amount paid by the customer for the specific order to which the claim relates.
- 13.3 Mineral Milestone is not responsible for any losses or damages arising from:
- 13.3.1 improper, incorrect, or unauthorised installation, assembly, or use of the products;
  - 13.3.2 failure to comply with applicable safety standards, site requirements, or product specifications;
  - 13.3.3 modifications, repairs, or alterations not authorised in writing;



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- 13.3.4 delays caused by suppliers, transporters, customs authorities, labour action, or events beyond Mineral Milestone's reasonable control;
- 13.3.5 third-party service providers, including logistics companies, payment gateways, or OEM/manufacture processes.
- 13.4 Customers acknowledge that Mineral Milestone is a reseller, and that product warranties, technical specifications, and compliance statements originate from OEMs and approved suppliers. Mineral Milestone's liability does not extend beyond the warranties expressly provided in these Terms or by the manufacturer.

## 14. Indemnity

- 14.1 You indemnify us against third-party claims and costs arising from (a) misuse of products, (b) incorrect specifications or installation by you/your contractors, (c) regulatory non-compliance on your site, and (d) unlawful use of our website or content, except to the extent caused by our gross negligence or wilful misconduct.

## 15. Intellectual Property

- 15.1 All website content, drawings, specification sheets, photographs, and 3D models are intellectual property of Mineral Milestone or its licensors and may be used only to evaluate products and place orders.
- 15.2 You may not copy, distribute, or use such content for commercial or competitive purposes without prior written consent.

## 16. Website Use, Accounts & Acceptable Use

- 16.1 You are responsible for safeguarding your account credentials and for all activities under your account.
- 16.2 Prohibited conduct includes fraudulent orders, scraping, interfering with site operation, or infringing any IP rights.
- 16.3 We may suspend accounts that breach these Terms or applicable law.

## 17. Processing of Personal Information (POPIA)

- 17.1 **Responsible Party:** Mineral Milestone is the Responsible Party for personal information it processes. We comply with the eight conditions for lawful processing (Accountability; Processing Limitation; Purpose Specification; Further Processing Limitation; Information Quality; Openness; Security Safeguards; Data Subject Participation).
- 17.2 **What we collect & why:** Identity and contact details; order, delivery and payment details; communications; device and log data (for security and analytics); for purposes of account management, order fulfilment, delivery, and after-sales support.
- 17.3 **Legal bases:** consent where required; performance of a contract; legal obligation; legitimate interests (e.g., fraud prevention, platform security).



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- 17.4 **Sharing:** With suppliers/OEMs for fulfilment, logistics partners for delivery, payment gateways (e.g., Payfast), IT service providers, professional advisors, and regulators where legally required.
- 17.5 **Security:** We implement appropriate technical and organisational measures to safeguard personal information against loss, damage, unauthorised access or disclosure.
- 17.6 **Retention:** We retain data only as long as necessary for stated purposes, legal retention periods, or legitimate interests.
- 17.7 **Your rights:** You have the right to access, rectify, delete, object, withdraw consent, and lodge complaints with the Information Regulator.
- 17.8 **Information Officer:** Jacobus Adriaan Duvenhage, Email: [adriaan@mineralmilestone.com](mailto:adriaan@mineralmilestone.com), Tel: +27 79 490 9066. Duties include promoting compliance, managing requests, and liaising with the Information Regulator. Officers must be registered with the Regulator before taking up duties.
- 17.9 **Cookies & tracking:** Our website may use cookies/analytics for functionality and performance. You can control cookies via browser settings; some features may not function if disabled.
- 17.10 **Cross-border transfers:** Where services/providers are located outside South Africa, we will ensure appropriate transfer safeguards or obtain consent, in line with POPIA requirements.

## 18. PAIA Manual & Access Requests

- 18.1 We maintain (or will maintain) a PAIA/POPIA Section 51 Manual describing records held, how to request access, contact details for our Information Officer, and processing particulars. The manual is available upon request and will be published on our website once finalised.

## 19. Force Majeure

- 19.1 We are not liable for delays or failures due to events beyond our reasonable control (e.g., supplier backlogs, strikes, port/border closures, extreme weather, acts of government). We will notify you and take reasonable steps to mitigate.

## 20. Dispute Resolution & Governing Law

- 20.1 These Terms are governed by the laws of the Republic of South Africa.
- 20.2 Disputes may be referred to an agreed mediator/arbitrator or the courts of South Africa with jurisdiction at our domicile.

## 21. Amendments, Notices & Severability

- 21.1 We may update these Terms from time to time. The current version on our website applies to new orders. Material changes affecting existing orders will be communicated where feasible.
- 21.2 If any provision is found invalid or unenforceable, the remainder remains in effect.



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## 22.Contact

Mineral Milestone Solutions (Pty) Ltd

info@mineralmilestone.com | +27 79 490 9066

**Privacy/POPIA:** adriaan@mineralmilestone.com

**Returns:** [services@mineralmilestone.com](mailto:services@mineralmilestone.com) // <https://www.mineralmilestone.com/wp-content/uploads/2026/02/Mineral-Milestone-Return-Policy-Feb26.pdf>



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