

1. DEFINITIONS AND INTERPRETATION

- 1.1. 'Company' means Saint-Gobain Construction Products South Africa (Pty) Ltd Registration Number: 1937/010220/07, with its principal place of business at No. 1 Shale Road, N1 Business Park, Cnr. Old Johannesburg & Tlokweng Roads, Kosmosdal Ext. 7, Samrand, 0157;
- 1.2. 'Contract' means this agreement, the Purchase Order and/or any additions or amendments thereto;
- 1.3. 'Goods' means all or any of the materials, items or products which the Supplier is contracted to provide to the Company.
- 1.4. "Party" shall mean either the Company or the Supplier, and Parties shall mean both the Company and the Supplier;
- 1.5. 'Price' means in relation to the Goods and/or Services, the price agreed between the Parties;
- 1.6. "Purchase Order" shall mean a written authorisation issued by the Company to the Supplier, for the Supplier to deliver specified Goods or perform Services to the Company at the Price, quality level and delivery date specified in the Purchase Order.
- 1.7. 'Services' means the services to be performed by the Supplier for the Company.
- 1.8. 'Supplier' means the person or company who is engaged by the Company to provide the Goods or perform the Services, as specified in the Purchase Order to which these terms and conditions apply.
- 1.9. Unless stated otherwise:
 - 1.9.1. the words "include" or "including" shall be interpreted without limitation to the words following;
 - 1.9.2. reference to clauses shall be deemed to be clauses of this Contract;
 - 1.9.3. the headings in this Contract are for convenience only and shall not affect their interpretation;
 - 1.9.4. the singular shall include the plural and vice versa;
 - 1.9.4. reference to any statute, statutory provision or regulation shall be construed as a reference to that statute, provision or regulation as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

2. APPLICATION

- 2.1. This Contract shall govern the relationship between the Company and the Supplier.
- 2.2. This Contract may only be altered by the written agreement of the Parties and any agreed amendments will be recorded on a separate amendment sheet and signed by both Parties.
- 2.3. Notwithstanding anything to the contrary in the Supplier's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement letter or any other document issued or sent by the Supplier, this Contract shall apply to the entire exclusion of all other terms or conditions, and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

- 2.4. The Supplier shall not assign or subcontract all or any portion of its rights or obligations under this Contract without the prior written approval of the Company.

3. PRICES

- 3.1. Where the Company has an agreed price list from the Supplier, the Supplier acknowledges that no other prices will be accepted by the Company until such a time as they have been received by the Company in writing, and that such new prices will only affect Purchase Orders placed after receipt of the revised price list. Any transaction which does not specify price is subject to confirmation by the Company before it becomes effective.
 - 3.2. Notwithstanding the provisions of Clause 3.1 above, in the event that there is a fluctuation in the exchange rate, or a significant change in the price of the raw materials used by the Supplier to manufacture the Goods, then the Supplier shall be entitled to adjust the Price of the Goods accordingly, upon the provision of 14 (fourteen) days written notice thereof to the Company.
 - 3.3. Prices are exclusive of Value Added Tax but inclusive of all other taxes, duties and all other charges.
 - 3.4. Unless otherwise agreed in writing the Price shall include payment for all tools, patterns, dies, moulds, jigs, fixtures, drawings, data, artwork or other material created under this Contract, unless such materials are specifically provided by the Company.
 - 3.5. The Price is inclusive of all fees, royalties and charges in respect of all artwork, data, designs, drawings, specifications, tooling, goods or other materials created by the Supplier.
 - 3.6. The Company will be allowed all discounts normally offered by the Supplier for bulk purchases, prompt payment and other reductions.
 - 3.7. The Price will include all necessary packaging, shipping and delivery costs.

4. TERMS OF PAYMENT

- 4.1. Payment of the Price (or any part thereof) shall not constitute any admission by the Company as to the performance by the Supplier of its obligations under the Contract.
- 4.2. All invoices must state the Company's Purchase Order number. Documents not bearing the above information will become disputed invoices until such time as the relevant information is provided. Furthermore the Supplier shall provide all other documentation in relation to the Goods and/or Services which the Company may from time to time reasonably require.

4.3. The Company reserves the right to withhold payment in respect of disputed invoices and the Company shall notify the Supplier of any disputed invoices within 14 (fourteen) working days of receipt. When an invoice that has been in dispute is subsequently cleared for payment, then the settlement terms that are applicable will be applied from the date of clearance.

4.4. The Company reserves the right to deduct any monies due or to become due from the Supplier to the Company from any monies due or to become due from the Company to the Supplier and for the purposes of the Insolvency Act, 1936, as amended, it is agreed that such set-off shall occur in the normal course of business.

4.5. Unless otherwise agreed between the parties in writing, payment of undisputed accounts will be made within 60 (sixty) days of receipt of the invoice relating thereto.

5. RIGHT OF OWNERSHIP/PASSING OF RISK

5.1. The ownership and risk in the Goods shall pass to the Company on delivery to the Company as specified, without prejudice to any rights of rejection.

5.2. All Goods delivered against this Contract are at the sole risk of the Supplier until officially received by the Company as covered in the INCO terms.

5.3. Where advance payments have been made, either in part or in full, ownership of the Goods shall pass to the Company at the time when any instalment or payment is made, but risk shall remain with the Supplier until delivery is effected.

5.4. The Supplier shall not be entitled to exercise a right of retention on any Goods which are the property of the Company and are in the Supplier's possession, nor exercise a lien over the Company's property which is in the Supplier's possession.

6. DELIVERY

6.1. The Supplier will deliver the Goods to/performance the Services at the location and on the date stipulated by the Company, at the Supplier's risk. Delivery or performance will only be accepted by the Company during normal working hours. The Company reserves the right to refuse payment for Goods or Services that are delivered or performed after the date on which they should have been performed (unless previously approved by the Company in writing).

6.2. The Supplier shall supply the Company in good time with any instructions or other information required to enable the Company to accept delivery of the Goods or performance of the Services.

6.3. In the event that the delivery note is marked "not examined" the Company will inspect the Goods within a reasonable period after delivery or performance, and if in the reasonable opinion of the Company the Goods do not comply with the Purchase Order to which they relate, the

Company will notify the Supplier in writing. If the Supplier disagrees with the contents of the notification, it shall within 72 (seventy two) hours of receipt of a written notification by the Company-arrange a joint inspection at the place of delivery. Failing this, the Supplier shall be deemed to have accepted that the Goods delivered are as stated by the Company and shall take such action as the Company requires to resolve the issue to the satisfaction of the Company.

6.4. The time for delivery of the Goods and/or performance of the Services shall be a material term of the Contract.

6.5. Without prejudice to any other right or remedy available to the Company, the Supplier recognises that late delivery of the Goods or performance of the Services may cause the Company to fail to meet other contractual commitments and the Supplier therefore agrees to pay damages in compensation to the Company for such loss in amount that will not exceed 10% (ten percent) of the total Contract value.

6.6. Weights, measures and other quality checks of Goods supplied are subject to verification by the Company at the place of delivery and the determinations made shall be taken as final. In the event of a discrepancy the Supplier shall be given reasonable facilities to check the determinations.

6.7. If delivery of the Goods or performance of the Services is delayed by some cause totally outside the control of the Supplier then the Supplier shall give written notice to the Company of such cause within 7 (seven) days of its occurrence. The Company may then, in its discretion and without prejudice to its other rights, allow such extra time for delivery or performance as is reasonable in the circumstances.

6.8. Unless the Company has exercised its rights under Clause 6.9 or otherwise agreed in writing, the Supplier shall as soon as reasonably practicable and at its expense make good any shortages in the Goods delivered or deficiencies in the Services provided, and where appropriate, collect any of the Goods which do not conform with the specifications of any Purchase Order made by the Company, which have been damaged in transit or which have visual defects and replace the same within 48 (forty eight) hours of the Supplier's acceptance or deemed acceptance in accordance with Clause 6.3 above.

6.9. All Goods delivered to the Company or a third party must comply as to quantity, quality, description and sample as specified in the Contract and any Purchase Order made, and any failure to comply with this sub-clause, no matter how slight the non-conformity, will entitle the Company, at its option, to reject the whole delivery of Goods and claim damages suffered as a result.

6.10. Any modification to the Purchase Order must be notified to the Supplier prior to delivery. The Supplier shall immediately notify the Company of the consequences of such modification. If the consequences cannot be agreed upon, then the Company shall be entitled to request that the Supplier fulfills the order under the initial conditions.

6.11. Where the Company agrees to accept delivery of the Goods and/or performance of the Services by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver and/or perform any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.

6.12. If the Goods delivered to the Company are in excess of the quantities ordered by the Company, the Company shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.

7. PACKAGING AND CARRIAGE

7.1. All Goods must be properly packaged to survive transit, and to resist pilferage, distortion, corrosion or contamination.

7.2. All Goods shall be clearly and legibly labelled and addressed.

7.3. All shipments must be accompanied by a packing advice note stating the Company's Purchase Order number and listing in full the contents.

7.4. All Goods to be delivered against this or any other Contract are at the sole risk of the Supplier until officially received by the Company at the location stipulated.

8. RETURNS, CANCELLATION AND TERMINATION

8.1. The Company reserves the right to return to the Supplier at the Supplier's expense any Goods delivered in advance of the agreed delivery date. Such Goods shall remain at the Supplier's risk until accepted by the Company.

8.2. The Company may without affecting its accrued rights, terminate all or any part of this Contract by giving notice to the Supplier, if :-

8.2.1. the Supplier, on more than one occasion, refuses or fails to deliver the Goods or perform the Services in accordance with this Contract or within the time specified, and as a result is issued with a Supplier Non-Conformance notification by the Company; or

8.2.2. the Supplier commits a breach of any of the terms and conditions of this Contract, and fails to rectify such breach within 7 (seven) days of receiving a written request by the Company to do so;

8.2.3. any distress, execution or other legal process is levied upon any of the assets of the Supplier;

8.2.4. the Supplier makes an arrangement or compromise with his creditors, or otherwise takes the benefit of any law for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a business rescue practitioner appointed in its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or

8.2.5. the Supplier suffers or allows any execution to be levied on his/its property or obtained against him/it, or fails to observe/performance any of his/its obligations under this Contract or any other contract between the Company and the Supplier, or is unable to pay its debts as they become due.

8.3. The Company may terminate the Contract, either entirely or in part, at any time upon the provision of 30 (thirty) days written notice.

8.4. The Company may order suspension of the Goods or Services, or any part thereof, by notice in writing. In such event the Supplier will minimise the cost of such suspension and the Company will upon request make an equitable adjustment to the Contract to reflect the extent of the suspension.

8.5. In the event of a termination for any reason, the Company's sole obligation and liability to the Supplier shall be limited to the reimbursement of the Supplier for those Goods actually delivered and accepted by the Company, and the Services actually performed and accepted by the Company up to the date of final termination. In no event shall the Company be responsible for loss of the Supplier's anticipated profit or other consequential or purely economic loss nor shall the Company's liability exceed the Contract value.

8.6. The Company may at any time make changes to the terms relating to shipping, delivery or performance of the Services, for which an appropriate adjustment to the Contract shall be made and agreed between the Parties in writing.

8.7. Any pre-order by the Company is done for convenience, and as an estimate of orders, and the Company shall not be obliged to abide by such order, and will be entitled to cancel such pre-order in whole or in part.

9. SPECIFICATIONS, DRAWINGS, COPYRIGHT AND CONFIDENTIALITY

9.1. The Supplier acknowledges that the Company has

- intellectual property which may or may not be registered, and in order to protect that intellectual property, neither the Supplier nor any related party will infringe the intellectual property rights of the Company, or otherwise seek to use the Company's intellectual property for any purpose, other than expressly authorised in writing by the Company. In the event of the unauthorised use of the Company's intellectual property by the Supplier, or any related party, the Company reserves the right to seek the appropriate legal remedy, and the Supplier will indemnify and keep indemnified the Company for all reasonable losses or damages incurred in relation to such unauthorised use by the Supplier.
- 9.2. Unless expressly agreed otherwise, the copyright and other intellectual property rights in all artwork, data, designs, moulds, drawings, specifications, tooling, processes, goods and other materials (including packaging materials) created by the Supplier, his agent, employees or subcontractor in furtherance of this Contract shall vest in the Company absolutely.
- 9.3. Any packaging material, tools, patterns, dies, moulds, jigs, fixtures, drawings, or any other forms of intellectual property rights in all drawings, specifications, data and artwork furnished to the Supplier by the Company, or fully or partially paid for by the Company shall be the property of the Company and subject to removal by the Company upon termination or completion of this Contract, and shall be used only in fulfilling the Contract and will be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions.
- 9.4. The Supplier agrees not to disclose such information relating to the business affairs, customers, clients, suppliers, plans (intentions or market opportunities), product information, know-how, moulds, packaging material, processes, data, designs, drawings, specifications, artwork or other information (the "Confidential Information") to any third party other than as necessary for the purposes of enabling it to perform its obligations under this Contract.
- 9.5. The Supplier agrees not to use or exploit the Confidential Information in any way not expressly permitted in terms of this Contract.
- 9.6. The Supplier will not copy, reduce to writing or otherwise record the Confidential Information, except as necessary in terms of this Contract.
- 9.7. The Supplier shall apply the same security measures and degree of care to the Confidential Information as it applies to its own confidential information, which it warrants will provide adequate protection from unauthorised disclosure, copying and use.
- 9.8. This Contract is confidential between the Company and the Supplier, and it is agreed by the Supplier that none of the details connected herewith or the relationship between the Parties shall be published or disclosed to any third party without the Company's written permission.
- 9.9. The Supplier will ensure that all Goods supplied to the Company are free from asbestos and/or asbestos contamination.
- 10. QUALITY OF SERVICES**
- 10.1. The Supplier warrants that the Services will be performed with all due skill and care and by appropriately qualified and trained personnel.
- 10.2. If the Company considers that the Supplier has provided sub-standard, defective or negligent Services it will notify the Supplier, and the Supplier shall at the option of the Company either take such steps as necessary to remedy the Services and bring them to the requisite standards and/or refund to the Company all sums paid by the Company in respect of the defective, sub-standard or negligently performed Services.
- 11. GUARANTEE**
- 11.1. It shall be a condition of the Contract that the Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the description contained in the Purchase Order and with any statements or undertakings made by the Supplier, or his employees, or agents, prior to the conclusion of the Contract.
- 11.2. The Supplier recognises that the Company has concluded this Contract relying upon the skill and expertise of the Supplier and any statements and representations made by it.
- 11.3. If any or all of the Goods supplied are defective upon delivery or prove to be defective within 12 (twelve) months of use, the Company may call upon the Supplier, without prejudice to the Company's other rights, to rectify, replace or reimburse, at the Company's option, the defective Goods.
- 11.4. All rectification and replacement will be carried out at the Supplier's own expense.
- 11.5. All obligations in this guarantee shall further apply to any such rectified or replacement Goods.
- 11.6. This guarantee shall also apply to the benefit of the Company's customers or other users of the Goods.
- 12. DATA PROTECTION**
- 12.1. The Company and the Supplier shall comply with the requirements of any data protection laws in any jurisdiction relevant to the exercise of their rights or the performance of their obligations under this Contract.

13. LIMITATION OF LIABILITY

13.1. The Supplier shall indemnify and keep the Company indemnified in full and on demand against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill), damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

- 13.1.1. the Supplier's defective workmanship, quality or materials;
- 13.1.2. Goods and/or Services supplied which do not comply with this Contract and any Purchase Order made;
- 13.1.3. Goods and/or Services supplied which do not comply with any applicable law;
- 13.1.4. any dispute or claim or proceedings made or brought against the Company in respect of or in connection with Goods and/or Services supplied, and the use of or any other dealing with the Goods and/or Services by the Company or by a third party, including but not limited to claims under the Consumer Protection Act, 2008 and claims by a third party alleging infringement of its intellectual property rights;
- 13.1.5. any act or omission of the Supplier or its employees or agents or subcontractors in carrying, supplying, delivering, loading, off loading or installing the Goods;
- 13.1.6. any act or omission of the Supplier or its employees or agents or subcontractors in connection with the performance of the Services;
- 13.1.7. any act or omission of any third party to whom the Supplier has assigned, transferred or subcontracted any of its obligations under the Contract;
- 13.1.8. an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods;
- 13.1.9. any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the supply of Goods and/or Services by the Supplier as a direct consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

13.2. The Supplier shall keep the Company fully and effectively indemnified against any royalties payable by the Supplier.

13.3. The Supplier shall supply the Company at the Supplier's expense with all reasonable assistance required by the Company to deal with any claim.

13.4. Claims under Clause 13.1 shall include claims for personal injury and death save that Clause 13.1 shall not apply to claims relating to personal injury or death caused by the negligence of the Company its employees or agents.

13.5. This indemnity shall not apply if and to the extent that a claim arises from:-

- 13.5.1. the Company's fraudulent misrepresentation or gross negligence for which the Company shall be responsible: or
- 13.5.2. defects in design or any specification if the Company has supplied or furnished the design or specification and the Supplier has disclaimed any responsibility.

14. HEALTH AND SAFETY AT WORK

The Supplier understands that when it is granted access to the Company's premises in terms of this Contract, whether for the purpose of delivering Goods or for rendering the Services, such access shall always be subject to the Company's internal safety policies (a copy of which is available to the Supplier on request) and any other applicable safety laws.

15. QUALITY CONTROL AND INSPECTION

15.1. The Supplier shall allow the Company access to the Supplier's manufacturing site to carry out any quality audit or work in progress inspection.

15.2. At any time prior to delivery of the Goods to the Company, the Company shall have the right, at all times, to inspect and test the Goods and the Supplier shall provide the Company with all facilities reasonably required for such inspection and testing.

15.3. If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with any specifications and/or patterns supplied or advised by the Company to the Supplier, the Company shall inform the Supplier within 14 (fourteen) days of the inspection and/or testing, and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection.

15.4. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

16. INSURANCE

The Supplier shall have in place a suitable policy of insurance to cover its liabilities to the Company and third parties under this Contract, and the Company shall have the right to request evidence of such insurance.

17. ASSIGNMENT AND SUBCONTRACTING

The Supplier shall act at all times as principal and shall not,

without the prior consent in writing of a duly authorised officer of the Company, assign, transfer or sub-contract any obligations or benefit of these conditions or the terms of the Contract. In the event that such consent is given to sub-contract, the Supplier agrees that it remains bound by these terms as principal.

18. CUSTOMER COMPLAINTS

In the event that the Company is given notice of any claim, whether actual or threatened, concerning some or all of the Goods or performance of the Services, it will inform the Supplier as soon as practicable of the nature of such claim. The Supplier will, within 7 (seven) days of a request by the Company, inspect the said Goods or Services, whether at the Company's or third party's premises and prepare and submit to the Company a written report of its findings within the following 7 (seven) days. In addition, and if the Company or its customer so requests, it will reimburse the Company the cost of instructing an industry independent expert to inspect the said Goods or assess the Services to give an opinion in relation to their conformity with this Contract. Neither Party shall be bound by any report or opinion provided under this clause.

19. FORCE MAJEURE

19.1. In this Contract "force majeure" shall mean any cause preventing either Party from performing any or all of its reasonable obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented, including without limitation strikes, lock-outs, or other industrial disputes (whether involving the workforce of the Party so prevented or of any other party), act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any applicable law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

19.2. If either Party is prevented or delayed in its performance of any of its obligations under this Contract by force majeure, that Party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to force majeure, and shall subject to service of such notice and to Clauses 19.3 and 19.4 below shall have no liability in respect of the performance of such of its obligations during the continuation of such events, and for such time after they cease as is necessary for that Party, using reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

19.3. Notwithstanding the above, if either Party is prevented from performance of its obligations for a continuous period, which exceeds a period of 3 (three) months, either Party may then terminate this Contract forthwith on service of a written notice upon the Party so prevented. If the Company serves such notice as a result of a force majeure event claimed by the Supplier, the Company shall be entitled to exercise its right of set-off under Clause 4.4 against monies owed to the Supplier in respect of

additional costs it may reasonably have incurred since the Supplier's notice under Clause 19.2, such costs having been incurred by the Company to ensure the Company honoured its obligations to its customers. These costs, without limitation, include the additional costs and charges of sourcing the Goods from a third party. To the extent set-off does not fully reimburse the Company in respect of such extra costs the Supplier shall indemnify and keep indemnified the Company in respect of the same.

19.4. The Party claiming to be prevented or delayed in the performance of any of its obligations under this Contract by reason of force majeure shall take all steps as are necessary to bring the force majeure event to a close or to find a solution by which this Contract may be performed despite the continuance of the force majeure event.

20. CORPORATE RESPONSIBILITY

20.1. The Supplier will carry on its activities in compliance with the principle of transparency and in strict accordance with applicable domestic and international legal standards.

20.2. The Supplier agrees to adopt a cautious approach to issues concerning the environment and responsible environmental practices. The Supplier will implement policies on managing and improving its industrial processes designed to limit environmental impact.

20.3. The Supplier endeavours to take the necessary steps to ensure occupational health and safety. The Supplier agrees to ensure that its employees fully comply with all applicable safety instructions when working on the Company's sites.

20.4. The Supplier (in respect of its own employees) will comply with the legal rules and regulations applicable in the countries where it operates as well as the principles as set down in terms of South African Labour Law.

21. COMPETITION LAW COMPLIANCE

21.1. The Parties intend that this Contract and their actions in relation to it shall comply at all times with all applicable competition laws, and in particular with the competition laws of South Africa, and the Parties are satisfied that this Contract does so comply as at the start date of this Contract.

21.2. The Parties agree during the term of this Contract to take all appropriate steps to ensure that there are no discussions, exchanges or disclosures of information or documents, or other acts or omissions by or between them in relation to this Contract which might contravene applicable competition laws.

21.3. In the event that either Party believes, for any reason, that this Contract no longer complies with all applicable competition laws, it must notify the other Party immediately. Both Parties must then as soon as reasonably practicable enter into negotiations in good faith and they must use all reasonable endeavours to amend or vary this

Contract so that it complies with all applicable competition laws while giving effect so far as possible to the Parties' original intentions in relation to this Contract.

- 21.4. Notwithstanding clause 21.3 where in the future the Company should consider that this Contract does not comply with the applicable competition laws, then it will allow the Supplier to supply a sufficient quantity of its output to the Company's competitors to remove any anti-competitive effects of the arrangement.

22. BRIBERY ACT COMPLIANCE

- 22.1. The Supplier shall ensure that in any dealings with the Company, neither it nor its employees or agents shall commit any offence under the Prevention and Combatting of Corrupt Activities Act, 12 of 2004 (the "Act"), including not engaging in any activity, practice, conduct (which shall include but not be limited to the giving and receiving of gifts) which would constitute an offence under the Act. The Supplier shall inform the Company immediately upon it becoming aware of any actions between the parties that could constitute an offence under the Act.

23. RESPONSIBLE DEVELOPMENT

- 23.1. The Supplier is aware that the Company adheres to the United Nations Global Compact and has notably adopted a policy of responsible purchasing, an integral part of the Company's Sustainable Development policy.

- 23.2. The Company notably expects its Suppliers:

- 23.2.1. to make sure that they have control of environmental risks related to both their processes and the products they use whether in their activity or when intervening on Company sites.
- 23.2.2. to respect employee rights regardless of the country in which they operate.
- 23.2.3. to refrain, even if permitted under applicable local laws, from resorting to any forced or compulsory labor or to any child labor, either directly or indirectly or through sub-contractors, in the course of their production processes or when providing services or when intervening on Company sites.
- 24.2.4. to provide their employees with the best possible conditions of health and safety and to observe, during their interventions on Company sites, all applicable health and safety rules.

The approach and expectations of the Company with regard to its Suppliers are formalised in the "Suppliers Charter", a copy of which is available on request.

24. GENERAL

- 24.1. This Contract shall be deemed to have been made in South Africa and governed by South African law, and the Parties hereby submit to the exclusive jurisdiction of the relevant

South African court.

- 24.2. If any provision of this Contract is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract and the remainder of the provisions in question shall not be affected thereby.

- 24.3. The failure by either Party to exercise or enforce any rights contained in this Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

- 24.4. Each right or remedy of the Company under this Contract is without prejudice to any other right or remedy of the Company, arising from any cause whatsoever.

- 24.5. The Parties agree that at expiration of this Contract, if the Parties continue to trade and do business in accordance with this Contract, then the provisions of this Contract, including entitlement to rebate or rebateable purchases shall continue to apply in full, as a minimum, at the percentage level achieved in the previous calendar years trading.

- 24.6. Any notice required to be given under this Contract shall not be effective unless given in writing and delivered by:
- 24.6.1. pre-paid registered post, effective 5 (five) business days after posting; or
- 24.6.2. courier or personal delivery effective at the time of delivery; or
- 24.6.3. fax or email, effective upon the transmission of the entire notice as confirmed by a transmission report or delivery receipt;
- to the Party's address, fax number or email address as indicated on any Purchase Order received.