

General Terms and Conditions of Purchase

1. DEFINITIONS AND INTERPRETATION

- 1.1. "Company" means either of Saint-Gobain Construction Products South Africa (Pty) Ltd, Registration Number: 1937/010220/07 (South Africa); Saint-Gobain Abrasives (Pty) Ltd, Registration Number: 1997/017721/07 (South Africa); Saint-Gobain Construction Products Tanzania Ltd, Registration Number: 83858 (Tanzania), Saint-Gobain Weber Ghana Ltd, Registration Number CS5585462015 (Ghana), Saint-Gobain Development East Africa Limited, Registration Number: CPR/2014/155673 (Kenya); Saint-Gobain Development Mozambique Limitada, Registration Number: 1763/11/01/RT/2006 (Mozambique); Saint-Gobain Construction Products Zimbabwe (Pvt) Ltd, Registration Number: 1034/1959 (Zimbabwe); Buildezee Adhesives (Botswana) (Pty) Ltd, Registration Number C0.2006/2181 (Botswana); or Saint-Gobain Weber Manufacturing PLC, Registration Number EIA/PC/2/0000014/2009 (Ethiopia); Saint-Gobain Ocean Indien Ltd, Registration Number C17633 (Mauritius); Saint-Gobain Weber Industria De Armassa LDA, Registration Number 40/2019 (Angola); Saint-Gobain Cote D'Ivoire, Registration Number CI-ABJ-03-2016- B17-14745 (Cote d'Ivoire); Saint-Gobain Weber Nigeria Ltd, Registration Number 1992532 (Nigeria), including their respective divisions, as identified in the Purchaser Order.
- 1.2. "Confidential Information" means, in relation to the Company, all information, transmitted on any kind of media including written documents, electronic transmissions, orally or visually, without any requirement for marking of such Confidential Information, that is disclosed or made available (whether directly or indirectly), which includes but is not limited to any information that would be regarded as confidential by a reasonable person, information on the business, affairs, customers, clients, suppliers, plans (intentions or market opportunities), operations, processes, product information, know-how, designs, trade secrets, software or Intellectual Property of the Company;
- 1.3. "Contract" means this agreement, the Purchase Order and/or any additions or amendments thereto;
- 1.4. "Force Majeure" means 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 act of God, war, terrorism, riots;
- 1.5. "Goods" means all or any of the materials, items and/or products which the Supplier is contracted to provide to the Company as detailed in the Purchase Order, specification, drawings, description, sample, or any other form of identification of the material or item, and a combination thereof;
- 1.6. "Intellectual Property" means all actual or prospective rights arising in connection with any intellectual property or other proprietary rights, including but not limited to all rights arising in connection with copyrights, patents, service marks, designs, trade secrets, trademarks, trade names or know-how, whether registered or not;
- 1.7. "Party" shall mean either the Company or the Supplier, and Parties shall mean both the Company and the Supplier;
- 1.8. "Price" means in relation to the Goods and/or Services, the price agreed between the Parties as detailed in the Purchase Order;
- 1.9. "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;
- 1.10. "Services" means the services to be performed by the Supplier for the Company as detailed in the Purchase Order;
- 1.11. "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.

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.

3. QUALITY & TIME FOR PERFORMANCE

- 3.1. The Supplier will provide the Goods and/or Services to the Company as is detailed in the Purchase Order, in good time with any instructions or other information required to enable the Company to accept delivery of the Goods and/or performance of the Services.
- 3.2. The Supplier warrants and undertakes that the Services will be performed with all due skill and care and by appropriately qualified and trained personnel and that the Goods shall be of the best available design, of the best quality, material and workmanship, and be without fault. The Services and/or Goods shall conform in all respects with the description and/or specification 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.
- 3.3. If the Company considers that the Supplier has provided sub-standard, defective or negligent Services or that the Goods supplied by the Supplier 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 or negligently performed Services and/or the defective Goods, within 48 (forty-eight) hours of being notified of such deficiency. All rectification and replacement will be carried out at the Supplier's own expense. All obligations in this clause 3.3 shall further apply to any such rectified Services and/or rectified or replacement Goods.
- 3.4. The time for performance shall be a material term of the Contract. The Company reserves the right to refuse payment if the Supplier fails to timeously perform the Contract, unless previously approved by the Company in writing.
- 3.5. If performance of the Contract is delayed or anticipated, then the Supplier shall give immediate written notice to the Company. The Company may then, in its discretion and without prejudice to its other rights, accept a different time for performance as is reasonable in the circumstance.
- 3.6. Notwithstanding the provisions contained in clause 3.5 above and without prejudice to any other right or remedy available to the Company, the Supplier recognises that late performance of the Services may cause the Company to fail to meet other contractual commitments and consequently incur loss, and the Supplier therefore agrees to pay damages in compensation to the Company an amount equal to 10% (ten percent) of the total Contract value.
- 3.7. Any pre-order by the Company is done for convenience, and as an estimate of orders, the Company will be entitled to cancel such pre-order in whole or in part, unless prior arrangements are made between the Company and the Supplier.
- 3.8. The Company may at any time request adjustments in relation to the delivery of 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 Goods or performance of the Services, for which an appropriate adjustment to the Contract shall be made and agreed between the Parties in writing.
- 3.9. 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 whole Contract as repudiated.

4. DELIVERY OF SERVICES

- 4.1. The Supplier will perform the Services on the date and at the location stipulated in the Purchase Order.
- 4.2. If the Company is not satisfied with the Services, it will notify the Supplier in writing and the Supplier shall, within 72 (seventy-two) hours of receipt of a written notification by the Company, make good any deficiencies in the Services provided, at its own expense.

5. DELIVERY, PACKAGING AND CARRIAGE, INSPECTION, RETURN OF GOODS

- 5.1. The Supplier will deliver the Goods on the date and to the place of delivery. All Goods must comply as to quantity, quality, description and sample as specified in the Purchase Order and must be clearly and legibly labelled and addressed and properly packaged to survive transit, and to resist pilferage, distortion, corrosion or contamination.
- 5.2. All shipments of Goods must be accompanied by a packing advice note stating the order number and listing in full the contents.

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- 5.3. The Company will inspect the Goods as to the weights, measures and other quality checks within a reasonable period after delivery or performance, and if the Goods do not comply with this Contract and the Purchase Order, 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.
- 5.4. Notwithstanding clause 5.3 above, the Company reserves the right to reject the whole delivery of the Goods and claim damages suffered as a result, should the Goods fail to comply with the provisions stated in clause 5.1 above and/ or return to the Supplier at the Supplier's expense and risk any Goods delivered in advance of the agreed delivery date or any Goods delivered in excess of the quantities ordered.
- 5.5. Unless the Company has exercised its rights under clause 5.4 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, and where appropriate, collect any of the Goods which do not comply with the Purchase Order, 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 3.1 above.

6. RIGHT OF OWNERSHIP/PASSING OF RISK

- 6.1. The ownership in the Goods shall pass to the Company on delivery to the Company as specified, without prejudice to any rights of rejection.
- 6.2. All Goods delivered against this Contract are at the sole risk of the Supplier until officially received by the Company.
- 6.3. 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.
- 6.4. 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.

7. PRICE

- 7.1. The Price of the Goods and/or Services is as detailed in the Purchase Order.
- 7.2. The Price will not be reviewed or increased annually without the prior written approval of the Parties. The Price will include all necessary packaging, shipping and delivery costs, unless otherwise agreed in writing between the Parties. Unless stated otherwise in the Purchase Order, the Price is exclusive of Value Added Tax (or equivalent) but inclusive of all other taxes, duties and all other charges.
- 7.3. Unless otherwise agreed in writing the Price shall include payment for all Intellectual Property or other material created by Supplier in performing the Services and this Contract, unless such materials are specifically provided by the Company.
- 7.4. The Company will be allowed all discounts normally offered by the Supplier for bulk purchases, prompt payment and other reductions.

8. PAYMENT TERMS

- 8.1. All invoices must state the Company's Purchase Order number as well as a detailed description of the Goods supplied or Services provided. 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 justification, evidence or documentation in relation to the Goods and/or Services which the Company may from time to time reasonably require.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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. It is agreed that such set-off shall occur in the normal course of business.
- 8.5. 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.

9. EARLY TERMINATION, SUSPENSION

- 9.1. The Company may without affecting its accrued rights, terminate all or any part of this Contract in the following events:
 - 9.1.1. 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; or
 - 9.1.2. any distress, execution or other legal process is levied upon any of the assets of the Supplier; or
 - 9.1.3. the Supplier makes an arrangement or compromise with his creditors, or otherwise takes the benefit of any legislation 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
 - 9.1.4. the Supplier suffers or allows any execution to be levied on his/its property or obtained against him/it, or fails to observe/perform 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; or
 - 9.1.5. the Company provides a 30 (thirty) days written termination notice to the Supplier.
- 9.2. In conjunction with Clause 16, each Party shall be entitled to terminate this Contract and/or suspend all or part of its contractual obligations with immediate effect upon written notice and justifications, without liability to the other, in the event a new law or regulation renders the execution of its contractual obligations illegal, impossible or exposes it to sanctions.
- 9.3. 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 value on the Purchase Order.

10. FORCE MAJEURE

- 10.1. 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 10.2 and 10.3 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 endeavors, to recommence its affected operations in order for it to perform its obligations.
- 10.2. 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 8.4 against monies owed to the Supplier in respect of additional costs it may reasonably have incurred since the Supplier's notice under Clause 10.1, such costs having been incurred by the Company to ensure the Company honored 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.
- 10.3. 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.

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11. INDEMNIFICATION

- 11.1. 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:
 - 11.1.1. any breach of this Contract by the Supplier, including any act or omission of the Supplier or its employees or agents or subcontractors in performing, or in connection with the performance of the Contract;
 - 11.1.2. Goods and/or Services supplied which do not comply with this Contract and the Purchase Order;
 - 11.1.3. Goods and/or Services supplied which do not comply with any legislation;
 - 11.1.4. 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, and claims by a third party alleging infringement of its Intellectual Property rights;
 - 11.1.5. an infringement or alleged infringement of any Intellectual Property rights caused by the use, manufacture or supply of the Goods or Services provided;
 - 11.1.6. 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, unless it is a claim relating to personal injury or fatality caused by the gross negligence of the Company.
- 11.2. The Supplier shall supply the Company at the Supplier's expense with all reasonable assistance required by the Company to deal with any claim.
- 11.3. This indemnity shall not apply if and to the extent that a claim arises from:
 - 11.3.1. the Company's fraudulent misrepresentation or gross negligence for which the Company shall be responsible; or
 - 11.3.2. defects in design or any specification if the Company has supplied or furnished the design or specification and the Supplier has disclaimed any responsibility.

12. INTELLECTUAL PROPERTY

- 12.1. The Supplier acknowledges that the Company has Intellectual Property which may or may not be registered. Neither the Supplier nor any related party shall 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.
- 12.2. Unless expressly agreed otherwise in writing, the Intellectual Property created by the Supplier, related parties, agents, employees or subcontractors in furtherance of this Contract shall vest in the Company absolutely.
- 12.3. Where applicable any Intellectual Property furnished to the Supplier by the Company, or fully or partially paid for by the Company, shall remain the property of the Company and shall be used only in fulfilling the Contract, 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.

13. DATA PRIVACY

- 13.1. The Supplier consents to and/or shall procure the necessary consent for the collection, receiving, recording, organizing, collating, storing, updating, modifying, retrieving, altering, processing and disclosure of Supplier, employee and/or any third party personal information ("Supplier Data") furnished to Company pursuant to this Agreement. This includes all the information provided when the Company purchase from the Supplier (such as: name, email address, physical address, date of birth, identity number, mobile number and postcode), communications and/or documents about the Suppliers. The Suppliers warrants that there is a justification in law for disclosing the Suppliers Data to Company. The Company undertakes to process such information in accordance with the applicable laws.

- 13.2. The provision of Suppliers Data required under this Agreement is voluntary. However, should the Supplier Data not be provided to Company then the Company may not be able to complete the purchase of goods and/or services.
- 13.3. The Supplier hereby consents and shall procure the consent of any employee or third party whose personal information is furnished to the Company, to the Company making worldwide transfers of the Suppliers Data on the Company's corporate systems, to other entities, agents or subcontractors in the Company's group, or to other relevant business partners including without limitation agents, distributors and third parties who may have incidental access to personal information. When making such transfers, the Company will ensure that the necessary protections are in place to safeguard the Suppliers Data transferred under or in connection with this Agreement.
- 13.4. The Supplier consents to all communications being monitored or recorded by the Company in accordance with the applicable laws, for use in business practices, prevention of unauthorised use of the Company's systems and in respect of the detection and prevention of crime and for any other purposes justified under applicable laws.
- 13.5. The Suppliers shall have the right to contact the Company's Responsible Party regarding any Suppliers Data that the Suppliers is entitled to.
- 13.6. To the extent that the Suppliers is provided with or processes any personal information of the Company or any personal information that is disclosed to it by the Company then the Supplier undertakes that it will only process such personal information on the instructions of the Company and for the purposes determined and communicated in writing by the Company, unless otherwise required by law. Furthermore, the Supplier undertakes to restrict access to those employees who, by virtue of their office or contract are subject to appropriate confidentiality obligations and the Supplier shall keep such information confidential and not disclose the personal information to third parties without the Company's consent, unless the disclosure is required by law, provided that the Supplier shall notify the Company before making any such disclosure unless such notification is prohibited by law. The Supplier further undertakes to implement and maintain reasonable, appropriate technical and organisational measures to preserve the integrity and confidentiality of the personal information and to prevent any unauthorised processing, access, use, corruption or loss of the personal information. The Supplier shall notify Company immediately in the event that there are reasonable grounds to believe that the personal information has been accessed or acquired by any unauthorised person.
- 13.7. Further information about Company's data privacy processing activities can be found in its Data Privacy Policy available on its website at www.saint-gobain-africa.com.

14. CONFIDENTIALITY

- 14.1. The Supplier shall keep the Confidential Information of the Company strictly confidential and, except with the prior written consent of the Company, shall not use or exploit the Confidential Information in any way except for the performance of the Services, not disclose or make available the Confidential Information in whole or in part to any third party, apply the same security measures and degree protection from unauthorised disclosure, copying and use.
- 14.2. None of the details of the Contract or the relationship between the Parties shall be published or disclosed by the Supplier to any third party without the Company's written permission.
- 14.3. The provisions of this clause 14 shall continue to remain of full force and effect for a period of five (5) years after either the termination or expiration of this Contract.

15. 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.

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16. RESPONSIBLE DEVELOPMENT, LEGAL AND ETHICAL BUSINESS PRACTICE

- 16.1. The Supplier is aware that the Company adheres to the United Nations Global Compact and has notably adopted a policy of responsible purchasing which is an integral part of the Company's Sustainable Development policy. The approach and expectations of the Company with regard to its Suppliers are formalised in the "Supplier's Charter", a copy of which is shared with the Supplier during the onboarding process.
- 16.2. The Supplier warrants that it has read, understood and shall comply with the Supplier's Charter. The Supplier acknowledges that the Purchaser may conduct evaluations on the Supplier and agrees to provide the necessary assistance for that purpose.
- 16.3. In addition to this "Supplier's Charter", the Supplier acknowledges that it has been informed of the Company's alert system (whistleblowing), which is accessible at: <https://www.bkms-system.com/saint-gobain> and the Company's anticorruption policy accessible at <https://www.saint-gobain.com/en/corporate-responsibility/our-pillars/business-ethics>
- 16.4. The Parties, including its employees or agents, shall comply with all applicable laws and regulations including without limitation those relating to: (i) employees' rights (including worker health and safety and the prohibition of forced labour and child labour 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 and 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), (ii) environmental law, (iii) financial probity (such as the prohibition of any act of corruption and anti-money laundering), (iv) competition law (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), (v) occupational health and safety, and (vi) economic sanctions, import and export control regulations (and shall therefore not source the products or any of its materials or components, from any individual or entity if it could result in a violation of such regulations).
- 16.5. The Supplier shall promptly inform in writing the Company, if any materials, products and/or components, covered by this Contract, are subject to any re-export or resale restrictions and/or are originating from or incorporate contents manufactured in the United States of America. The Supplier warrants to apply the same requirements with its own third-parties, including any party involved on behalf of the Supplier in the performance of the Contract.
- 16.6. 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 and shall not bring the Company into disrepute.
- 16.7. 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. Supplier shall 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.

- 16.8. The Supplier agrees that the Goods will, at all times, conform with all applicable environmental and health regulations in force at the time of the supply of the Goods. The Supplier shall provide the Company with proof of compliance with the foregoing, upon first request by the Company.
- 16.9. With regards to the Goods, the Supplier commits to:
- 16.9.1 Inform the Company of any usage restrictions and provide substitutes if necessary.
- 16.9.2 Give at least six months' notice of any changes or discontinuations of the Goods.
- 16.9.3 Provide safety information as required by all applicable environmental and health regulations.
- 16.9.4 Guarantee the Company against financial consequences due to non-compliance with clauses 16.8 and 16.9.

17. GENERAL

- 17.1. The Company can be held liable, by the Supplier only, in the event that the Supplier proves that it has suffered a loss directly caused by the Company's gross negligence in the performance of the Contract. This clause excludes indirect and consequential liabilities and/or loss.
- 17.2. This Contract and the Purchase Order are governed by the laws of the country in which the Company is incorporated.
- 17.3. The Parties agree to attempt to firstly reach an amicable settlement of any dispute between the senior management and/or executive teams of the respective Parties to this Contract, before such dispute is referred to the courts of the country in which the Company is incorporated.
- 17.4. 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.
- 17.5. 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.
- 17.6. 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.
- 17.7. 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 shall continue to apply in full, save that the duration of this Contract as defined shall no longer be applicable.
- 17.8. 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. In the event that such consent is given to subcontract, the Supplier agrees that it remains bound by these terms as principal.
- 17.9. Any notice required to be given under this Contract shall not be effective unless given in writing and delivered by:
- 17.9.1 pre-paid registered post, effective 5 (five) business days after posting; or
- 17.9.2 courier or personal delivery effective at the time of delivery; or
- 17.9.3 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.

- November 2023