

General Terms and Conditions of Sale

1. INTRODUCTION

- 1.1. For purposes of these general terms and conditions of sale (hereinafter referred to as this "Agreement"), reference to –
 - 1.1.1. "SG" shall be reference to the collection of all Saint-Gobain entities referred to in clause 1.2.1 as a group, or any of them; and
 - 1.1.2. "SG Responsible Party" shall be reference to the individual SG entity with which the Client has entered into this Agreement, which individual Saint-Gobain entity shall be the entity from which an invoice for any particular order of Products (as defined below) shall be issued.
- 1.2. This Agreement determines the rights and obligations of –
 - 1.2.1. Saint-Gobain Construction Products South Africa (Pty) Ltd (Registration Number: 1937/010220/07) (South Africa) or Saint-Gobain Abrasives (Pty) Ltd (Registration Number: 1997/017721/07) (South Africa) or Saint-Gobain Lodhia Gypsum Industries Ltd (Registration Number: 83858) (Tanzania), or Saint-Gobain Weber Ghana Ltd (Registration Number: CS5585462015) (Ghana), Saint-Gobain Development East Africa Limited, Registration Number: CPR/2014/155673 (Kenya) or Saint-Gobain Construction Products Zimbabwe (Pvt) Ltd (Registration Number: 1034/1959) (Zimbabwe) or Saint-Gobain Development Sub-Saharan Africa Ltd, (Registration Number C16140036) (Mauritius) or Buildezee Adhesives (Botswana) (Pty) Ltd (Registration Number: BW00000437814) (Botswana) or Saint-Gobain Weber Manufacturing PLC (Registration Number: EIA/PC/2/0000014/2009) (Ethiopia), or Saint-Gobain Cote d'Ivoire (Registration Number: CI-ABJ- 2016-B-14745) (Ivory Coast), or Saint-Gobain Weber Indústria De Argamassa, Limitada (Registration Number: NIF 5000182974) (Angola), including their respective divisions and the Client, in respect of every order, purchase and sale, whether written or oral, between the Client and the SG Responsible Party for the products marketed and sold by SG (hereinafter the "Products"), subject to any termination of this relationship in terms of this Agreement.
 - 1.2.2. This Agreement applies to the contractual relationship between the SG Responsible Party and the Client (hereinafter referred to as the "Parties").
- 1.3. **Certain provisions of this Agreement which appear in similar text style to this clause:**
 - 1.4.1. **may limit the risk or liability of SG;**
 - 1.4.2. **may create risk or liability to the Client;**
 - 1.4.3. **may compel the Client to indemnify SG; and/or**
 - 1.4.4. **serves as an acknowledgement of a fact by the Client.**
- 1.5. **The Client's attention is specifically drawn to these provisions because they are important and should be carefully noted. If there is any provision in this Agreement which the Client does not fully understand, the Client should ask the SG Responsible Party to explain it before transacting.**
- 1.6. **Nothing in this Agreement is intended to be understood to lawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Client or SG in terms of any applicable laws. To the extent that this Agreement expressly conflicts with any law which is applicable to the Client or SG, the provisions of such law shall prevail, unless otherwise agreed and such agreement is permitted in law.**
- 1.7. Unless otherwise expressly agreed in writing, all Products are sold upon the conditions set out herein to the exclusion of any terms and conditions of the Client, including its conditions of purchase, as more fully set out in clause 17.1. By placing an order, the Client accepts this Agreement without restriction or limitation unless expressly agreed in writing by the SG Responsible Party when accepting the order. Unless otherwise expressly provided herein, the Client shall not invoke any other documents such as the catalogue or brochures of SG, which shall be regarded as having an indicative value.

2. ORDERS, ACCEPTANCE AND CANCELLATION

- 2.1. In the event the Client wishes to place an order for any Product from SG, the Client undertakes to provide the SG Responsible Party with a fully completed trade application form, as well as copies of its most recent financial statements at any time that SG requests same and will provide the SG Responsible Party with such security that it may require from time to time.
- 2.2. Each order for Products issued by the Client must be identified as being an order and must contain accurate and sufficient information concerning, including but not limited to, the SG Responsible Party's account number, labelling and delivery, in order to allow SG to process the order appropriately. If the information is insufficient or inaccurate, SG may, without prejudice to any other solution, delay the Product dispatch date.

- 2.3. SG's sales proposals are provided without commitment on the part of SG and are subject to available stocks.
- 2.4. **Cancellations by the Client shall be accepted by SG provided that such cancellation shall be subject to a handling and/or cancellation fee and/or other terms and conditions contained in any applicable service charter or otherwise determined by SG.**
- 2.5. **Any Products to be returned to SG pursuant to a cancellation in clause 2.4 shall be returned within 30 (thirty) days of cancellation.**
- 2.6. **In the event that any Products returned to SG in terms of clause 2.5 are damaged, the SG Responsible Party shall be entitled to deduct the value of the damaged Product, as determined by SG in its reasonable discretion, from the amount reflected in the Client's credit note issued to it by the SG Responsible Party pursuant to clause 2.4.**

3. PRICES

- 3.1. **SG's price lists are individual for each business division and are based on a service charter, as amended from time to time by SG in terms of clause 3.8, which service charter is specific for each territory and can be found on the website of SG at www.saint-gobain-africa.com.** Any variation in quantity, size, specification or other variation requested by the Client shall entitle the SG Responsible Party to adjust the prices at its discretion and such adjusted prices shall, upon agreement, be binding on and shall be deemed to have been accepted by the Client as SG's usual, alternatively fair and reasonable prices for the Products sold.
- 3.2. The SG Responsible Party reserves its right to request that an upfront deposit be paid upon SG's acceptance of any order for non-standard or customised Products.
- 3.3. Except as otherwise agreed in writing, the prices in the price lists are expressed either in the currency of the country in which the SG Responsible Party is incorporated or in US Dollars and net of all charges, taxes, packaging costs and duties. The prices shall be invoiced after application of value added tax at the rate in force. Prices shall exclude any costs of packaging, delivery, and/or any other logistical costs which may be incurred, unless otherwise agreed in writing between the Parties. The pricing of Products to be exported by SG to the Client in a country outside of the country in which the SG Responsible Party is incorporated shall, however, be subject to SG's export pricing methods having regard to all applicable laws and regulations relating to export pricing and export control.
- 3.4. Should the SG Responsible Party at any time agree in writing to grant any discount off of its listed prices, which shall be in the SG Responsible Party's sole and absolute discretion, such discount is only granted on the basis that the SG Responsible Party reserves the right to withdraw the discount at any time and at its sole discretion, upon prior notice to the Client.
- 3.5. Subject to clause 3.4, when the SG Responsible Party issues an offer or quotation, the prices shall be firm for the duration stipulated or for a maximum of 30 (thirty) days following the issue date of said offer/quotation. Thereafter, price increases may be applied.
- 3.6. Notwithstanding the above and anything contained in this Agreement to the contrary, quotations for Products sold by SG to the Client in a country outside of the country in which the SG Responsible Party is incorporated, shall be provided in the currency of the country in which the SG Responsible Party is incorporated, in US Dollars or in the currency as agreed in writing between the SG Responsible Party and the Client and must be accepted, together with the corresponding conditions, in writing within 30 (thirty) days from the official quotation or as otherwise agreed between the Parties.
- 3.7. The prices invoiced shall be those prices that appear on the price lists in force on the effective date of dispatch (which may be updated from time to time) or, if a confirmed offer or quotation has been issued by the SG Responsible Party, the prices contained in said offer or quotation, to the extent that the order reaches the SG Responsible Party during the period of validity of said offer/quotation.
- 3.8. **SG reserves the right to change its price list without prior notification to the Client. In the event that the prices of Products ordered by the Client increase prior to delivery, the SG Responsible Party will notify the Client of the increase and the Client will be entitled to cancel its order for those Products in respect of which there has been a price increase.**

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4. PAYMENT TERMS

- 4.1. Payment by the Client shall be made to the SG Responsible Party by way of electronic transfer and shall be free of exchange, deductions and set-off. Unless otherwise agreed to by the SG Responsible Party or where credit facilities have been granted by the SG Responsible Party and are in force, payment must be made by no later than 30 (thirty) days after date of statement, or as agreed between the Parties. No indulgence granted by the SG Responsible Party, and no acceptance of payment by the SG Responsible Party other than in the form as prescribed shall constitute a waiver or a negation by SG of its rights in terms hereof.
- 4.2. The decision whether or not to grant credit facilities to the Client and the extent of such facilities shall be taken solely at the discretion of SG and any credit facilities granted, may be revoked or reduced by SG at any time upon written notice to the Client.
- 4.3. In the event that Products are to be exported by SG to the Client in a country outside of the country in which the SG Responsible Party is incorporated, the Client shall make payment for the Products to the SG Responsible Party by no later than 30 (thirty) days after date of statement, unless otherwise agreed in writing between the Client and the SG Responsible Party. Payment, as contemplated in this clause 4.3, shall be secured by way of a letter of credit, electronic transfer, documentary collection, payment in advance, or any other security as may be requested by the SG Responsible Party.
- 4.4. Payment will be deemed to have been made only when the amount of the payment is correctly reflected, together with the corresponding order number, as a credit in the banking account of the SG Responsible Party.
- 4.5. Notwithstanding the fact that a number of separate deliveries may constitute one order, each delivery shall be invoiced on dispatch thereof and each invoice shall be deemed to be a separate account and shall be payable accordingly.
- 4.6. **Should the Client not have made payment of any amount due at the due date thereof, SG reserves the right to withhold the delivery of any Products not yet delivered until the Client has paid, in full, all amounts outstanding and to declare, by notice in writing to the Client, all amounts owing to be due and payable. The Client hereby indemnifies and holds SG harmless against any claim for any loss of damage that it may incur as a result of such action by SG.**
- 4.7. In the event that the Client fails to pay the full price as contemplated in clause 7.9, the SG Responsible Party shall be entitled to keep any partial payment made by the Client as liquidated damages (without prejudice to any of its rights to claim any other damages in lieu of such liquidated damages) and the Client shall return at its own expense the Products to SG. In addition, the Client shall not use the Products to secure or warrant any of its obligations in favour of any third party until the full payment of the price is paid by the Client and shall immediately inform the SG Responsible Party of all seizure or other security or alienation held by a third party on the Products.
- 4.8. With respect to any disputed invoice, the Client shall pay all amounts not in dispute within 30 (thirty) days after date of statement.
- 4.9. In the event that the Client makes payment within 30 (thirty) days of date of statement, the SG Responsible Party may be grant a settlement discount of 2.5% (two point five percent) to the Client, at the sole discretion of the SG Responsible Party.

5. DEFAULT

- 5.1. **In the event of the Client failing to make payment of any amount owing to the SG Responsible Party on the due date for such payment, the Client will be in default and, in addition to such amount, the SG Responsible Party shall be entitled to request from the Client payment of interest thereon from the due date to date of payment calculated (both days inclusive) at a rate equal to the national average lending rate applicable in the country in which the SG Responsible Party has been incorporated, plus 2% (two percent) per month, where permitted by law. Alternatively, the SG Responsible Party may apply any other default penalties provided for by the relevant local law.**
- 5.2. **In the event of default, the SG Responsible Party may give written notice to the Client of such default, with the intent that the Parties resolve any dispute under this Agreement or develop and agree on a plan to bring the Client's repayments up to date.**
- 5.3. **Delivery of the written notice referred to in clause 5.2 at the address or email address provided by the Client in the trade application form or otherwise, will serve as proof of delivery of such written notice.**

- 5.4. **The Client may at any time remedy his/her/its default by paying to the SG Responsible Party all amounts that are due and owing to the SG Responsible Party by the Client, together with the default administration charges and collection costs incurred by SG to enforce the provisions of this Agreement against the Client up to the date upon which the Client's default is remedied.**
- 5.5. **In the event that 10 business days have lapsed after delivery of a written notice to the Client and the Client has been in default under this Agreement for at least 20 business days, the full outstanding balance of any amount owing to the SG Responsible Party by the Client in terms of this Agreement, will immediately become due and payable and the SG Responsible Party may, without affecting any of its other rights in terms of this Agreement or otherwise, recover from the Client payments of all amounts owing under this Agreement, which payments will include any accrued, but unpaid interest, default administration charges and collection costs, and/or any reasonable legal costs and charges expended by SG to enforce the provisions of this Agreement.**
- 5.6. A certificate signed by any manager or director of SG stating the Client's indebtedness, including interest, as at the given date shall be *prima facie* proof of the amount and validity of such indebtedness for the purpose of all legal proceedings instituted by SG against the Client.
- 5.7. If the Client's account is inactive for a continuous period in excess of 6 (six) months, it will be reviewed, and may after consultation, be closed.
- 5.8. In the event of the Client failing to make payment within 30 (thirty) days on more than 3 (three) separate occasions, without prior consent from the SG Responsible Party, the account will be reviewed and may be closed.
- 5.9. In the event that the Client's account is closed pursuant to clauses 5.7 and 5.8:
- 5.9.1 the Client will still be liable for any and all outstanding amounts owing to the SG Responsible Party on its account;
- 5.9.2 all orders already placed with but not yet fulfilled by SG shall be automatically terminated; and
- 5.9.3 the Client would be required to complete a new trade application form should it wish to reopen its account and/or place future orders with SG, which reopening of the Client's account and acceptance of such orders shall be subject to SG's prior approval in its sole and absolute discretion.
- 5.10. In the event of the Client being in any situation of insolvency and/or assigning or surrendering its rights and/ or suffering any default judgment against it which remains unsatisfied for more than 14 (fourteen) days and/or being sequestered, liquidated or placed under business rescue or otherwise wound up, whether provisionally or finally and/or entering into any compromise with any of his/its creditors, then the SG Responsible Party shall have the right, without prejudice to any other rights which it may have at law or in terms of this Agreement, to cancel this Agreement, which shall include the cancellation of any and all orders that have been placed by the Client with SG, and to claim immediate payment of any and all amounts outstanding whether or not payment of such amounts would otherwise be due, together with costs and interest which may have accrued on such amount and which amount shall in such event immediately become fully due, owing and payable.

6. CONSENT TO VERIFICATION OF ACCOUNT DETAILS

- 6.1. **The Client hereby acknowledges and agrees that SG may carry out a check with any licensed credit bureau to verify account or credit information, which credit bureau will retain a record of that search. The Client shall co-operate with SG and provide all the necessary information to enable SG to carry out the credit check.**
- 6.2. In the event of the Client's account being in default, relevant details of such default may be recorded with a credit bureau at SG's sole discretion, and the Client hereby consents thereto.

7. DELIVERY

- 7.1. **Subject to clause 7.2(ii), the risk in the Products shall be transferred upon delivery by SG of the Products. Any and all costs and expenses relating to the carriage and delivery of the Products shall be borne by the Client.**
- 7.2. In the event that the Products are to be transported by SG, and unless otherwise agreed by the SG Responsible Party in writing (i) the SG Responsible Party shall select the method of delivery, (ii) in the event that SG is required to dispatch

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the Products by sea, delivery shall, notwithstanding clause 7.1, be done as per the relevant incoterm determined by the SG Responsible Party, and (iii) costs for special packaging and/or handling requested by the Client shall be the responsibility of the Client.

- 7.3. Any additional charges arising from the special packaging and/or handling, or delivery method requested by the Client will be debited to the Client's account, subject to such additional charges being disclosed to the Client prior to the order being shipped and the Client agreeing in writing to such additional charges. In the event that the Client does not agree in writing to pay such additional charges, the order will be shipped in accordance with SG's general delivery standard as set out in 7.2 above.
- 7.4. **In the event of any general freight or fuel increase or any governmental ruling or regulation that results in increased delivery costs, such additional costs shall be for the Client's account. SG assumes no responsibility for insuring the Products while in transit unless specifically agreed to in writing by the SG Responsible Party, in which case the cost of insurance shall be for the Client's account.**
- 7.5. **Should any Products to be delivered to the Client be lost, damaged, incorrect or missing/incomplete at the time of delivery, the Client shall record the details of same on the relevant delivery note. The Client shall also require the third party carrier delivering the Products to acknowledge the Client's recordal by placing his/her signature next to that of the Client's. The Client shall thereafter confirm and substantiate its claims by providing such details to the SG Responsible Party in writing within 7 (seven) days of the delivery of such Products, failing which, the Client shall be deemed to have inspected and verified the Products in accordance with clause 8.4 and confirmed the correctness of the order. In the event that the Client so notifies the SG Responsible Party of its claim within the aforementioned time period, and such claim is warranted, SG shall be liable to either replace or reimburse the Client for the said Products for an amount equal to the price of such Product as reflected on the price list at the time of the order being placed by the Client.**
- 7.6. The delivery times are indicative times and provided for information only.
- 7.7. In all other circumstances, SG's failure to comply with the indications concerning the delivery time does not authorise the Client to cancel its order, to defer payment for the order compared to the agreed conditions or to perform any form of withholding or set-off whatsoever.
- 7.8. **No default penalties may be claimed from SG unless the terms and conditions of such penalties have been expressly accepted and agreed to by the SG Responsible Party in writing.**
- 7.9. **Notwithstanding the risk in the Products passing to the Client on delivery, the ownership of the Products shall remain with SG until full and complete payment of the price, together with any accrued interest thereon, is made by the Client.**
- 7.10. Unless otherwise agreed in writing between the Parties, the Client shall be responsible for the removal and destruction or return of the packaging and pallets used for the carriage of the Products. **In the event that packaging and pallets are not returned as stipulated by SG, the SG Responsible Party reserves the right to debit the Client's account for the packaging and pallet charges, subject to such additional charges being disclosed to the Client upfront at the time of the sale.**
- 7.11. Any person signing the proof of delivery documentation for and on behalf of the Client shall be deemed to have the authority to so accept the Products on behalf of the Client.

8. LOADING, OFF-LOADING AND INSPECTION

- 8.1. Unless otherwise agreed in writing, the Client shall be responsible for the unloading operations in respect of the Products delivered to it, which shall be performed under its supervision. In the event that the Products are delivered by SG to the Client's premises, the Client must make available suitable means in order to ensure the unloading of the Products takes place under the best possible safety conditions.
- 8.2. The Client acknowledges that it is aware that certain Products require specialised handling or storage on delivery. SG shall not be liable nor accept responsibility for any destruction or defect of a Product which may occur as a result of a failure by the Client to ensure adequate means of unloading operations and/or a failure by the Client as contemplated in clause 8.3.
- 8.3. Unloading of the Products as from SG road vehicles shall not exceed 2 (two) hours and, in the event that this time period is exceeded, then demurrage will be charged to the Client at the effective rate.
- 8.4. **The Client bears the responsibility to inspect and verify the Products received upon delivery.**

- 8.5. **Invoices and delivery notes shall be deemed to be correct and conclusive proof of all details therein set out unless the Client challenges the same with the SG Responsible Party in writing within 7 (seven) days of receipt of the relevant document. Should no claim be made in respect of alleged short delivery or delivery of incorrect Products within such time limit, the contents of the relevant delivery note shall be deemed to be correct and all items therein reflected shall be deemed to be as ordered and delivered.**
- 8.6. Where delivery notes are endorsed "not checked" or words to that effect, the Client shall take full responsibility for any damage or discrepancy unless full written details of any damage or discrepancy reach the SG Responsible Party within 48 (forty-eight) hours of the time of delivery.

9. MANUFACTURING - RECOMMENDATIONS

- 9.1. The specifications of the Products stated on SG's product lists are subject to change. SG reserves the right to make any amendments to the information contained in its documentation, giving due notice to the Client.
- 9.2. The documents concerning the handling, storage, installation, use and maintenance of the Products are supplied free of charge by SG, at the Client's request. The Client alone shall be liable for compliance with the health and safety conditions for these various operations and for the use of the Products in accordance with best practices.
- 9.3. SG reserves the right to amend the data contained in these documents at any time. It is the Client's responsibility to verify the validity thereof with the SG Responsible Party.

10. PRODUCT WARRANTY

- 10.1. The only warranty SG provides to the Client only is that its Products shall be free of any manufacturing defects at the date at which they are sold to the Client and for a period of 6 (six) months thereafter or for the period prescribed by law, irrespective of when they are delivered to the Client. Specifications, performances and technical characteristics stated in catalogues, technical brochures and any other commercial documentation and packaging are subject to revision at any time. Any such revisions will be drawn to the attention of the Client prior to delivery where the revisions will materially alter the Products being provided such that:
 - 10.1.1. the Products will no longer be reasonably suitable for the purpose for which they are generally intended by the manufacturer;
 - 10.1.2. the durability and usability of the Products are reduced.
- 10.2. For the avoidance of doubt, Products are manufactured for specific uses and the warranty does not apply where the Client misuses the product or uses the Product in a manner which compromises the functionality of the Product.
- 10.3. The Client recognises that it is aware of the technical characteristics of the Products as well as their conditions of use and application, defined by the current technical documentations. For the avoidance of doubt, the Client shall conduct prior and sufficient tests to verify that the Products meet its requirements.
- 10.4. **If any Products are proved to be defective upon investigation by SG, SG's liability in respect of such Products shall be limited to the replacement or reimbursement of the said Products as contemplated in clause 7.5, without indemnification or compensation relating to delivery costs (transport or labour) to be due to the Client. No responsibility or liability shall be accepted based on any statement, representation, warranty or otherwise made by any of SG's representatives, agents or distributors, unless such statement has been reduced to writing and signed by an authorised representative of SG.**
- 10.5. SG will not accept return of Products, for reasons other than those set out in clauses 2.4, 7.5 and 8.6.
- 10.6. For the avoidance of doubt, the warranty contained in this clause shall not apply in the following cases:
 - 10.6.1. a patent defect in the Products;
 - 10.6.2. defects and/or deteriorations caused by natural wear and tear or an external accident;
 - 10.6.3. modification of the Product that is not authorised or specified by SG;
 - 10.6.4. defects and/or deteriorations caused by a lack of compatibility with other products;

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- 10.6.5. failure by the Client to comply with the indications concerning the handling, the installation, the use and the maintenance of the Products, as well as with best practices; and
- 10.6.6. force majeure or a similar event.
- 10.7. Replacing of Products under the warranty shall not extend the warranty period.

11. EXCLUSION AND LIMITATION OF LIABILITY

To the extent that is legally permitted, SG shall not be held liable for the direct and/or indirect damages and for the direct and/or indirect consequential damages (such as operating loss or loss of clientele, compensation for delay, etc.), that are alleged by the Client, or any third party, to have resulted from a failure of SG to comply with its obligations under this Agreement, any event of non-conformity or of a defect that affects SG's Products, or any late delivery. Furthermore, the Client shall not be entitled to claim any damages or compensation for any such failures by SG.

12. USE OF CONFIDENTIAL INFORMATION

- 12.1. The Client undertakes that all information received hereunder by the Client from SG which SG indicates is confidential or should otherwise reasonably be considered and/or expected to be of a confidential nature ("Confidential Information") will be treated with the same care as if it were the Client's own Confidential Information and will be disclosed only to those of the Client's employees, officers, personnel, attorneys or other individuals (collectively the "Representatives") needing to evaluate and use the Confidential Information for the evaluation. The Client shall advise its Representatives of the confidential nature of the Confidential Information and of the existence as well as of the content of this Agreement, and take all reasonable measures to ensure that its Representatives are aware of and comply with the confidentiality and non-use obligations of this Agreement or are otherwise bound by obligations of confidentiality and non-use no less stringent than those set forth in this Agreement, and the Client shall assume full responsibility for any breach thereof by its Representatives.
- 12.2. The Client shall not use, exploit, publish, or disclose to any of its Representatives who are potential competitors of SG or to any other unauthorised party, the Confidential Information for any purpose without SG's express written consent.

13. INTELLECTUAL PROPERTY

- 13.1. The Client acknowledges that SG has intellectual property which may or may not be registered, and in order to protect that intellectual property, neither the Client nor any related party will infringe the intellectual property rights of SG, or otherwise seek to use SG's intellectual property for any purpose, other than expressly authorised in writing by SG. In the event of the unauthorised use of SG's intellectual property by the Client, or any related party, SG reserves the right to seek the appropriate legal remedy, and the Client will indemnify and keep SG indemnified for all reasonable losses or damages incurred in relation to such unauthorised use by the Client.
- 13.2. Unless expressly agreed otherwise in writing, 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 Client, his agent, employees or subcontractor in furtherance of this Agreement shall vest in SG absolutely and shall be subject to removal by SG upon termination or completion of this Agreement, and shall be used only in fulfilling the Agreement and will be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to SG and shall not be disposed of other than in accordance with SG's written instructions.

14. DATA PROTECTION AND PRIVACY

- 14.1. **The Client 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 Client, employee and/or any third party personal information ("Client Data") furnished to SG pursuant to this Agreement for the purpose of selling and marketing the Products to the Client.** This includes all the information set out in the trade application form (such as: name, email address, physical address, date of birth, identity number, mobile number and postcode), communications and/or documents about the Client. The Client warrants that there is a justification in law for disclosing the Client Data to SG. SG undertakes to process such information in accordance with the applicable laws.

- 14.2. The provision of Client Data required under this Agreement is voluntary. However, should the Client Data not be provided to SG then SG may not be able to facilitate the provision of the Products to the Client.
- 14.3. The Client hereby consents, and shall procure the consent of any employee or third party whose personal information is furnished to SG, to SG making worldwide transfers of the Client Data on SG's corporate systems, to other entities, agents or subcontractors in SG'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, SG will ensure that the necessary protections are in place to safeguard the Client Data transferred under or in connection with this Agreement.
- 14.4. The Client consents to all communications being monitored or recorded by SG in accordance with the applicable laws, for use in business practices, prevention of unauthorised use of SG's systems and in respect of the detection and prevention of crime and for any other purposes justified under applicable laws.
- 14.5. The Client shall have the right to contact the SG Responsible Party regarding any Client Data that the Client is entitled to.
- 14.6. To the extent that the Client is provided with or processes any personal information of SG or any personal information that is disclosed to it by SG then the Client undertakes that it will only process such personal information on the instructions of SG and for the purposes determined and communicated in writing by SG, unless otherwise required by law. Furthermore, the Client undertakes to restrict access to those employees who, by virtue of their office or contract are subject to appropriate confidentiality obligations and the Client shall keep such information confidential and not disclose the personal information to third parties without SG's consent, unless the disclosure is required by law, provided that the Client shall notify SG before making any such disclosure unless such notification is prohibited by law. The Client 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 Client shall notify SG immediately in the event that there are reasonable grounds to believe that the personal information has been accessed or acquired by any unauthorised person.
- 14.7. Further information about SG's data privacy processing activities can be found in its Data Privacy Policy available on its website at www.saint-gobain-africa.com.

15. COMPLIANCE

- 15.1. The Client undertakes to comply with all applicable laws and regulations, in particular but without limitation : (i) employees' rights (including worker health and safety and the prohibition of forced labour and child labour), (ii) environmental law, (iii) those relating to financial probity (such as the prohibition of any act of corruption and anti-money laundering), (iv) competition law, (v) economic sanctions, import and export control regulations (including not to resell or otherwise transfer the products to any individual or entity if it could result in a violation of such regulations). If a new law or regulation makes impossible or illegal the performance of the contractual obligations or exposes it to sanctions, SG shall be entitled to terminate the order, without any liability to the Client. The Client warrants to apply the same requirements with its own third-parties, including any party involved in any order executed by the SG for or on behalf of the Client.
- 15.2. The Client further undertakes to implement proportionate measures and procedures to comply with the above-mentioned obligations and to communicate them to SG upon request. Failure to answer such request entitles SG to suspend its contractual obligations, without any liability to the Client.
- 15.3. The Client acknowledges that it has been informed of SG's alert system (whistleblowing), which is accessible at: <https://www.bkms-system.com/saint-gobain> and SG Anticorruption policy which is accessible at <https://www.saint-gobain.com/en/corporate-responsibility/our-pillars/business-ethics>
- 15.4. SG may suspend or terminate the Agreement and/or an order immediately upon notice to the Client and shall be entitled to claim any remedy available at law, if the Client breaches any of the above-mentioned clauses. SG shall under no circumstances be liable for any damage caused to the Client by the suspension or termination of the Agreement or of the order. The Client shall meet its own

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respective costs arising from any suspension or termination under this clause and mitigate the resulting consequences it might face.

16. FORCE MAJEURE

- 16.1. In this Agreement "force majeure" shall mean any cause preventing SG 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 SG, including without limitation strikes, lock-outs, or other industrial disputes (whether involving the workforce of SG or of any other party), act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any legislation, law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 16.2. If SG is prevented or delayed in its performance of any of its obligations under this Agreement and/or any order by force majeure, it shall forthwith serve notice in writing on the Client specifying the nature and extent of the circumstances giving rise to the force majeure event, and shall have no liability in respect of the performance of such of its obligations during the continuation of such events, and from such time after they cease as is necessary for SG, using reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 16.3. Notwithstanding the above, if SG is prevented from the performance of its obligations under this Agreement and/ or any order for a continuous period, which exceeds a period of 3 (three) months, the Client may then terminate this Agreement and/or any order forthwith on service of a written notice upon the SG Responsible Party.
- 16.4. Where SG is prevented or delayed in the performance of any of its obligations under this Agreement and/or any order by reason of force majeure, it shall take all reasonable steps to bring the force majeure event to a close or to find a solution by which this Agreement and/or any order may be performed despite the continuance of the force majeure event.

17. APPLICABLE LAW AND JURISDICTION

- 17.1. This Agreement shall in all respects be governed by and construed under the laws in which the SG Responsible Party is incorporated. SG and the Client 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 Agreement within 10 (ten) business days of the dispute arising, failing which, such dispute shall be referred to a court of competent jurisdiction in the country in which the SG Responsible Party is incorporated.
- 17.2. Nothing in this Agreement must be interpreted as limiting either party's right to approach any court, commission, tribunal or other forum of competent jurisdiction for urgent relief or redress under this Agreement.

18. GENERAL

- 18.1. This Agreement constitutes the whole agreement between SG and the Client relating to the matters dealt with herein and replaces all previous agreements, terms and conditions of sale, any terms and conditions of sale of the Client, or other contractual relationship between SG and the Client, unless such contractual relationship is reduced in writing and signed by both Parties. Save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either party.
- 18.2. This Agreement may be varied or amended by the Client only if agreed to in writing by the SG Responsible Party, which agreement shall be in SG's sole and absolute discretion.
- 18.3. Should the Client change its name or dispose of the business to a third party at any time, the Client undertakes to notify the SG Responsible Party in writing of the change of name, alternatively the name and address of the third party to whom the business has been disposed as the case may be, and the rights, terms and conditions as contained in this Agreement shall be binding on the Client notwithstanding the disposal of the business to the third party until such time as the third party has assumed the liabilities of the Client towards the SG Responsible Party in a manner acceptable to it.

- 18.4. **SG reserves the right to unilaterally vary or amend this Agreement from time to time on notice in writing to the Client, in which event any such variation or amendment shall take effect from the date of such notice to the Client. In the event that this Agreement has been varied or amended by SG prior to the delivery of any Products ordered by the Client, the Client will be entitled to cancel its order for those Products if the Client believes that any such variation or amendment will adversely affect its purchase of the Products. The Client shall be under no obligation to place any new orders for Products after notice of any such variation or amendment to this Agreement, provided that any new orders placed by the Client, or a failure by the Client to cancel any existing orders, after any such notice of variation or amendment of this Agreement shall be deemed to constitute a full acceptance by the Client of the variations or amendments to this Agreement.**
- 18.5. **In the event that a conflict arises between any provision contained in this Agreement and a provision of any service charter referred to herein, the provisions of this Agreement shall prevail.**
- 18.6. All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provisions if they were aware of such unenforceability at the time of execution.
- 18.7. Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either party without prior written consent of the other party or save as otherwise provided herein.
- 18.8. In the event of any action being instituted by SG against the Client, the Client agrees to pay any and all legal costs incurred by SG, including all costs on the scale as between attorney and own client, collection commission, tracing costs and all other ancillary charges or expenses relating to such action.
- 18.9. The Client chooses as its *domicilium citandi et executandi* for all purposes hereunder the physical address of the trading entity appearing on the face of the trade application form.
- 18.10. Any notice required to be given under this Agreement shall not be effective unless given in writing and delivered by:
- 18.10.1 pre-paid registered post, effective 5 (five) business days' after posting; or
- 18.10.2 courier or personal delivery effective at the time of delivery; or
- 18.10.3 telefax or email, effective upon the transmission of the entire notice as confirmed by a transmission report or delivery receipt;
- 18.10.4 to the other party's address, fax number or email address as indicated on the face of the trade application form.

Last updated - March 2024