1. Scope of Application: Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefrom, including any general conditions of purchaser, shall only be considered to apply if they have been confirmed by us in written form. Our delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.

2. Offers, Contracts: Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

3. Form:
   3.1 For the purposes of these Conditions of Sale, (a) “in writing” means in text form (including email, facsimile, computer-generated letters and telecommunications), and (b) “written form” means a hand-signed document. Any amendment or supplement to these Conditions of Sale including this clause 3.1, and any termination or mutual agreement of a contract is to be in written form.

6. Partial Performance, Shipment:
   6.1 The place of delivery or performance shall be our place of production or storage.

6.2 IF SHIPMENT HAS BEEN AGREED TO BE INCLUDED, WE SHALL SHIP THE GOODS AT PURCHASER’S RISK. FURTHERMORE, WE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR THE CONSEQUENCES OF LOADING, LIFTING AND HANDLING. ANY AMENDMENT OR SUPPLEMENT TO THESE CONDITIONS OF SALE INCLUDING THIS CLAUSE 6.2, AND ANY TERMINATION OR MUTUAL AGREEMENT OF A CONTRACT IS TO BE IN WRITTEN FORM.

7. Partial Delivery and Performance: Partial delivery and performance shall to a reasonable extent be permitted.

8. Delivery Schedules, Delay:
   8.1 To the extent agreed schedules of delivery or performance or other contractual obligations on time, purchaser shall grant us in writing an additional delivery or performance period of reasonable length, such period to be at least three (3) weeks.

8.2 If delivery or performance does not take place by the end of the additional delivery or performance period and if purchaser for this reason intends to exercise its right to rescind the contract or claim damages instead of delivering, purchaser shall first grant us in writing a further reasonable period for delivery or performance. Purchaser shall, upon our request, notify us in writing within a reasonable time period of more than three (3) weeks, as a result of which we rescind and/or claim damages instead of delivery, or insists on delivery/performance.

9. Transport Insurance: We are authorized to obtain appropriate transport insurance for the account of purchaser in an amount at least equal to the invoiced value of the goods.

10. Retention of Title:
   10.1 The goods sold shall remain our property until all our claims against purchaser arising from our business relationship with purchaser have been satisfied.

   10.2 If the goods have been processed by purchaser, our retention of title shall extend to the new products. If the goods have been processed, combined or mixed by purchaser with goods of others, we acquire joint title pro rata to that part of the new products representing the invoiced value of our goods in relation to the total value of the other goods which have been processed, combined or mixed.

10.3 If the goods are combined or mixed with goods of purchaser or of any third party, purchaser hereby assigns to us its rights with regard to the new products. If purchaser combines or mixes our goods with goods of a third party for our account, purchaser shall assign us its right to payment from such third party.

10.4 Purchaser may, in the ordinary course of its business, resell any goods which are subject to our retention of title or sell the new products. If, upon such sale, the purchase price is less than the invoice price in the contract, purchaser agrees to a) finance price in arrears of delivery of such goods or new products, purchaser shall agree with its customer a retention of title arrangement on the same terms as set out herein. Purchaser hereunder assigns to us its claims arising from the resale and its rights arising from the said retention of title arrangement. Upon our request, purchaser shall inform our customer of such assignment of rights and provide us with the information and documents necessary to enforce our rights. Notwithstanding the foregoing, purchaser shall only be entitled to collect payments from claims arising from such sales only if it has satisfied its liabilities to us.

10.5 In the event that the security interests granted to us exceed the value of our claims, we shall, upon request of purchaser, release such security interests as we deem appropriate. The exercise of our right of retention of title may only be released additionally if payment has been made in accordance with the contract and the goods are in good condition. Any amendment or supplement to these Conditions of Sale including this clause 10.5, and any termination or mutual agreement of a contract is to be in written form.

11. Force Majeure: Conditions of force majeure shall release us from our delivery and performance obligations. The same shall apply in cases of shortage of delivery, breakdown, governmental decrees, breakdown of transport or of our operations, also where our sub-suppliers or third parties are involved.

12. Exception in case of fault: Unless otherwise agreed in writing, the contractual characteristics of our goods shall be exclusively based on our product specifications in their current version. Any information about properties, durability and other data shall be deemed to be approximate only if they are agreed and indicated by us as such in written form. Written and verbal information about goods, equipment, plant, applications, processes and process instructions is based on research and experience. The characteristics of our products and our production process are accurate to the best of our knowledge, subject to our right to modify and further develop our products and processes. The aforesaid shall not release purchaser of its obligation to verify the suitability of our goods for the use intended by purchaser. This shall also apply to the protection of third parties' intellectual property.

13. Complaints: All claims, particularly those relating to defects and delivery shortfalls, must be submitted to us in writing without delay, but not later than 10 days after receipt of the goods or, in the case of latent defects, when the date such defect(s) is/are discovered or should have been discovered through reasonable investigation. If purchaser does not notify us of claims within such time period or in the agreed form, our goods or services referred to in such non-compliant notice shall be deemed to be delivered or performed in accordance with the contract. If purchaser, knowing of defects, accepts our goods or services, our obligation to repair defects shall no longer apply to such defects if purchaser has reserved such rights in writing at the time of delivery.

14. Rights of Purchaser in Case of Defects:
   14.1 Purchaser shall have no right to remedies for a defect in our goods or services if the contractually agreed characteristics of the goods and services are only substantially impaired. In the event of justified and rightly raised defect claims, we will replace the delivered goods or services, we consent to such replacement at our discretion, to either replace or repair the goods or services. We shall always be granted reasonable time to provide such replacement or repair. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively or rescind.

14.2 Furthermore, purchaser may claim pursuant to statutory law damages and/or rescind the contract if we infringe purchaser's property rights. In case of claim, purchaser has to notify us as soon as possible. Our members may also object to a reasonable time delay. For the avoidance of doubt, clause 15 shall apply to claims for damages and refund under this clause 14.2.

14.3 Claims by purchaser pursuant to statutory law can only be made to the extent purchaser has not agreed with its customers on provisions exceeding the statutory rights in cases of defects.

14.4 In cases where successful claims have been made against purchaser pursuant to the regulations relating to purchaser of consumer goods, recovery claims of purchaser by way of recourse demands against us pursuant to such regulations shall remain unaltered.

15. LIABILITY:
   15.1 WE, OUR LEGAL REPRESENTATIVES, EMPLOYEES AND PERSONS EMPLOYED TO PERFORM OUR OBLIGATIONS SHALL ONLY BE LIABLE FOR DAMAGES AND CLAIMS FOR EXPENSES OF PURCHASER, IRRESPECTIVE OF THE LEGAL BASIS THEREOF, WHETHER BASED ON BREACH OF OBLIGATIONS DERIVING FROM THE CONTRACT AND/OR DELICT, (I) IN THE EVENT OF INTENTIONAL OR GROSSLY NEGLIGENT VIOLATION OF OUR PART, THE PART OF OUR LEGAL REPRESENTATIVES, EMPLOYEES OR PERSONS EMPLOYED TO PERFORM OUR OBLIGATIONS, OR (II) TO THE EXTENT THAT THE BREACH OF OUR CONTRACTUAL OBLIGATIONS VIOLATES THE ESSENCE OF THE CONTRACT AND PURCHASER RELIES, AND IS ENTITLED TO RELY, ON THE PERFORMANCE OF OUR CONTRACTUAL OBLIGATIONS. THE AFORESAID IS APPLICABLE PRINCIPALLY FOR ANY INJURY OR DEATH OR IN CONNECTION WITH THE CONTRACT, WHETHER BASED UPON OUR DEFAULT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, DELICT OR ANY OTHER CAUSE OF ACTION.

15.3 The aforesaid exclusion or limitation of liability shall not apply in cases of damage to life, body or health.

16. Time Limits: Purchaser’s right to claim for warranty, damages or expenses shall expire 1 year from the commencement of the time limit, except for defect claims in relation to goods that were used appropriately in construction and have caused the building to be defective where the time limit shall be 10 years. The above time limits shall not apply if we have acted intentionally or in cases of damage to life, body or health.

17. Compliance with Statutory Regulations, Export and Customs Regulations, Indemnification, Release:
   17.1 UNLESS OTHERWISE AGREED IN WRITTEN FORM, PURCHASER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH STATUTORY AND CONTRACTUAL REQUIREMENTS CONCERNING DELIVERY, TRANSFER, STORAGE, USE, DISTRIBUTION AND EXPORT OF THE GOODS.

   17.2 IF SHIPMENT HAS BEEN AGREED TO BE INCLUDED, WE SHALL SHIP THE GOODS AT PURCHASER’S RISK. FURTHERMORE, WE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR THE CONSEQUENCES OF LOADING, LIFTING AND HANDLING. ANY AMENDMENT OR SUPPLEMENT TO THESE CONDITIONS OF SALE INCLUDING THIS CLAUSE 17.2, AND ANY TERMINATION OR MUTUAL AGREEMENT OF A CONTRACT IS TO BE IN WRITTEN FORM.

   17.3 In the event that the security interests granted to us exceed the value of our claims in cases of defects, we reserve the right to claim such security interests against purchaser. The same applies and registration at the time of delivery/performance has not been applied for or granted.

   17.4 If the purchase goods are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier’s declaration, invoice declaration) without signature. We confirm that the declaration of preferential origin will be issued to the purchaser in accordance with our obligations set forth in the Regulation (EU) 2015/2447.

   18. Place of Jurisdiction:
   Where a statutory or supplementary approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind.

   19. Applicable Law: The contract and the legal relationship with purchaser shall be governed by and construed under the laws of South Africa and the UN Convention on Contracts for International Sale of Goods shall not apply.

   20. Dispute Resolution: Any disputes hereunder and our consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg in any dispute arising from or in connection with this Conditions of Sale.

   21. Trademark: If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS), they shall be interpreted and apply in accordance with INCOTERMS 2020.

   22. Severability: Should any of these Conditions of Sale be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining terms.

   Status: 04/2020