

STANDARD TERMS AND CONDITIONS

1. Definitions

Unless the context otherwise requires, the terms set out below have the following meanings:

- (a) **"Agreement"** shall mean these standard terms and conditions together with all documents incorporated into these standard terms and conditions by reference, which shall govern the supply of Goods and/or Services to the Company (as detailed in the Purchase Order) by the Supplier under the Purchase Order;
- (b) **"Company"** shall mean the company, as indicated in the Purchase Order, who is entering into the Purchase Order with the Supplier;
- (c) **"Delivery"** shall mean the physical delivery of the Goods and/or Services to the designated delivery point and if installation and/or commissioning is included in the Purchase Order, the completion of such work shall include the passing of all tests and inspection required at the designated delivery point;
- (d) **"Delivery Date"** shall mean the date specified in the Purchase Order by which Goods and/or Services are to be supplied at the specified site. If Goods and/or Services are to be installed and/or commissioned by the Supplier, then "Delivery Date" shall mean the date specified in the Purchase Order by which such installation and/or commissioning, inclusive of any tests or inspections required, shall have been completed to the written satisfaction of the Company;
- (e) **"Good/s"** shall mean any and/or all the items to be provided by the Supplier to the Company as detailed in the Purchase Order;
- (f) **"Principal Contract"** shall mean the main agreement concluded in writing between the Company and the Supplier in respect of the Goods and/or Services;
- (g) **"Purchase Order"** shall mean the request or order from the Company to the Supplier to supply Goods and/or Services;
- (h) **"Service/s"** shall mean any and/or all services to be provided by the Supplier to the Company as detailed in the Purchase Order;
- (i) **"Supplier"** shall mean the supplier, as indicated in the Purchase Order, who is entering into the Purchase Order with the Company.

2. Term

This Agreement will be effective as from the date of signature of the Purchase Order by the Company and will continue, unless terminated earlier pursuant to the provisions of this Agreement, until the date determined in the Purchase Order.

3. Acceptance; Applicable Terms and Conditions

- (a) The Company shall not be bound by any provisions in Supplier's Purchase Order acknowledgement or acceptance forms or its standard terms and conditions or any other documents (including any counter-offers) which propose any terms or conditions in addition to or differing with the terms of this Agreement and/or the Purchase Order. Any such terms and conditions of Supplier and any other modification to this Agreement and/or Purchase Order shall have no force or effect and shall not constitute any part of of this Agreement and/or Purchase Order. Under no circumstances whatsoever shall the Company's failure to object to provisions contained in any of the Supplier's documents be deemed a waiver of the terms and conditions set forth herein.
- (b) No amendment, deletion, modification, supplement or change in the terms and conditions contained in this Agreement and/or the Purchase Order shall be binding on the Company unless approved in writing by the Company.
- (c) In the absence of a Principal Contract, this Agreement shall take precedence over all terms and conditions submitted by, or included with any quotations from the Supplier, excepting

that any terms and conditions appearing on the face of the Company's Purchase Order shall take precedence over this Agreement. Where there is a Principal Contract, the terms and conditions contained therein shall take precedence over this Agreement.

4. Fees

- (a) Subject to the below, fees shall be firm and not subject to adjustment or variation unless specifically approved in writing by the Company.
- (b) Unless specifically stated in the Purchase Order, fluctuations in foreign exchange rates which effect the Purchase Order value will not be for the Company's account.
- (c) Supplier warrants and represents that the fees specified in the Purchase Order are as low as any net prices now given by Supplier to any other customer for goods and services of like grade, quality and quantities. Supplier agrees that any fee reductions made in the Goods and/or Services covered by this Agreement subsequent to its acceptance but prior to payment thereof will be applicable to the Purchase Order.
- (d) Except as otherwise provided by the Purchase Order, the fees include all costs and charges to be incurred by Supplier in fulfilling the Purchase Order, including, without limitation, installation and other service charges, all applicable local taxes and duties, all wages and fees for Goods and/or Services and materials, all charges for transportation, packing, packaging and returnable containers, all costs of design, engineering and development and all costs for tooling, gauges, jigs, fixtures, dies, molds, patterns and similar property that may be obtained or required by Supplier for use in the provision of the Goods and/or performance of the Services called for by the Purchase Order.

5. Payment

- (a) Invoices will be paid as indicated in the Purchase Order.
- (b) No Goods shall be provided nor shall any Services commence without a valid Purchase Order from the Company and under no circumstances whatsoever will any payment be made without a valid Purchase Order.
- (c) No payment will be made until all Goods are received and/or Services are completed to the written satisfaction of the Company. Payment of any invoice shall not be construed to limit the Company's right of inspection, acceptance, set-off or any other right.
- (d) If invoices are subject to discount for prepayment, Supplier shall state the applicable terms clearly on such invoices. The Company's opportunity for prepayment shall not be prejudiced by delays beyond the Company's control.

6. Taxes

Unless otherwise required by law, Supplier will pay all taxes, excise charges, fees or other charges, other than applicable sales tax, which may be required or levied by any local, provincial or national government body because of the Goods and/or Services provided to the Company and Supplier hereby indemnifies the Company in respect of any such taxes, charges, penalties or fees in this regard.

7. Right of Set Off

Supplier agrees that the Company, in its sole discretion, shall have the right to offset amounts which may become payable by the Company to Supplier under the Purchase Order or otherwise, against any present or future indebtedness of Supplier to the Company, money, prepaid inventory or otherwise, whether arising under the Purchase Order and/or this Agreement or otherwise.

8. Specifications

Unless otherwise authorized in writing by the Company and where applicable, Supplier shall supply the Goods and/or render the Services per all requirements, specifications, designs, drawings

and performance criteria, if any, furnished by the Company or furnished to the Company by Supplier, without variation.

9. Assurance of Performance

In the event Supplier fails to perform in terms of this Agreement and/or the Purchase Order, or the Company in good faith has any other reason to question Supplier's intent or ability to perform, the Company may, in its sole discretion, demand adequate assurance of performance, including that Supplier furnish a performance bond or letter of credit, conditioned to indemnify the Company for any loss the Company may sustain by failure of Supplier to perform its obligations. In the event Supplier fails to comply with such demand within ten (10) business days thereafter, the Company may treat this failure as a material default.

10. Warranty

Supplier represents and warrants that: (i) the Services supplied hereunder will be performed in a professional and workmanlike manner and in accordance with good industry practice; (ii) Supplier will provide all equipment, materials and personnel necessary to provide the Goods and/or to perform the Services (as applicable); (iii) the Goods and/or Services will be fit for the Company's particular purposes, to the extent made known to Supplier, and will be safe and appropriate for the purpose for which the Goods and/or Services are normally used; (iv) the Goods and/or Services supplied in terms of the Purchase Order will conform in every respect to the applicable specifications; (v) the Goods and/or Services and Supplier will comply with all Applicable Laws; (vi) Supplier has good and marketable title to the Goods and/or Services supplied under the Purchase Order, which will be transferred to the Company free of liens and encumbrances; and (vii) Supplier will take all appropriate measures to verify that every employee and agent of Supplier that will provide the Goods and/or perform the Services is legally eligible to work in the country where goods are provided and/or services are rendered, and relevant work permits or work visas will be made available to the Company upon request; (viii) all Goods shall be new, be of the best quality and suitable for the purpose of which they are required (collectively, the "**Warranty**"). The Warranty will inure to the benefit of the Company, its customers and any subsequent owners or consumers of the Goods and/or Services detailed in the Purchase Order, or the end products of which they are a part. No warranty implied in connection with the sale and/or purchase of the Goods and/or Services may be disclaimed by Supplier. For the purposes of this Agreement, "**Applicable Laws**" shall mean all applicable laws, rules, regulations, guidelines and administrative requirements promulgated by relevant competent authorities and/or other governmental or regulatory authority.

11. Indemnification

Supplier hereby agrees to, at its own cost and expense, defend, indemnify and hold harmless the Company and its affiliates, subsidiaries, parent, officers, directors, employees, representatives, agents, successors and assigns from and against any damages, claims, losses, liabilities or expenses of any kind, including, but not limited to, reasonable attorneys' fees and disbursements, arising out of any claim resulting from any of the following acts or omissions by Supplier, its agents, Affiliates, employees, officers or directors: (i) any breach or alleged breach of this Agreement and/or the Purchase Order; (ii) a breach of the Warranty or undertakings of confidentiality contained herein; (iii) breach of Intellectual Property, (iv) willful act or omission, (v) fraud or fraudulent misrepresentation, (vi) death, injury or damage to persons or property. This indemnification provision shall survive termination of the Purchase Order.

12. Default and Termination

The breach by Supplier of any representation, warranty, covenant or other obligation of the Purchase Order and/or this Agreement will be deemed a breach (a "**Breach**").

- (a) The Purchase Order may be terminated by the Company: (a) upon any Breach that is not cured within ten (10) days after Supplier's receipt of written notice of such Breach, or (b)

without cause or reason by thirty (30) days' written notice to Supplier.

- (b) The Purchase Order may be terminated by either party immediately upon written notice if the other passes a resolution or commences business rescue proceedings (or a similar process under Applicable Laws, commits an act of insolvency or reaches a compromise with creditors or in any way notifies its intention to do so or if anything pertaining to its business is attached in execution of a creditor judgment or a proceeding is commenced against the other party that is likely to substantially impair its ability to perform its obligations hereunder.
- (c) Any right to terminate the Purchase Order pursuant to this clause will be in addition to, and not in lieu of, any rights that such terminating party may have in law.

13. Delivery or Performance Schedule

- (a) Time is of the essence with respect to completion and/or fulfillment of the Purchase Order.
- (b) Supplier shall deliver the Goods to and/or perform the Services at the designated delivery point no later than the Delivery Date, unless the Delivery Date or Delivery address is altered by the Company and is agreed upon in writing with the Supplier.
- (c) The Company shall not be obliged to accept any Goods and/or Services in excess of the quantity specified in the Purchase Order.
- (d) The Company may terminate the Purchase Order for any nonconformity in any Goods supplied and/or Services performed hereunder, including, without limitation, failure of Supplier to supply Goods and/or to perform Services when due or deficient, defective or incomplete performance of Goods and/or Services.
- (e) Supplier shall promptly advise the Company of any delay or anticipated delay in delivery or performance and shall pay the Company for any losses sustained or costs incurred by the Company as a result of a late delivery or performance.
- (f) Supplier shall not, without the Company's prior written consent, manufacture or procure materials in advance of Supplier's normal flow time or supply Goods and/or to perform Services in advance of schedule. In the event of termination of the Purchase Order, no claim by Supplier will be allowed for any such manufacture or procurement or delivery of Goods and/or performance of Services in advance of such normal flow time without the prior written consent of the Company.
- (g) The Supplier shall, at the Supplier's cost, replace any Goods lost or damaged in transit, howsoever caused.
- (h) The Supplier shall ensure that the Goods are packaged as per the instructions in the Purchase Order. In the event that there are no instructions in the Purchase Order, the Supplier shall meet the packaging standards as is customary in the industry so as to ensure adequate protection for Goods and eliminate damage.
- (i) If applicable, Delivery shall not be deemed completed until instruction and assembly manuals, drawings, signed off samples or prototypes required to be supplied in terms of the Purchase Order have been delivered to and accepted by the Company in writing.
- (j) The Supplier warrants and represents that whilst at any Company site or premises, the Supplier shall and shall ensure that its employees, agents, sub-contractors and/or representatives shall comply with the Occupational Health and Safety Act No. 85 of 1993 and any Company health and safety policies and security requirements, in force from time to time.
- (k) Unless specified otherwise herein, this Agreement shall not be deemed separable as to the Goods and/or Services ordered herein.

14. Risk and Title

- (a) Risk and title in and to the Goods and/or Services (as applicable) shall pass to the Company upon Delivery of the Goods and/or Services on the Delivery Date to the

designated Company site stated in the Purchase Order and acceptance of the Goods and/or Services (as applicable) by the Company.

- (b) The Supplier warrants and represents that the Goods and/or Services as at date of Delivery are free and clear of any lien, claim, demand, security, interest or any other encumbrance.

15. Inspection and Testing

All Goods and/or Services are subject to inspection and rejection by the Company at any time, including during their preparation, notwithstanding any prior payment or inspection. Goods and/or Services may at any time be rejected for defects or defaults revealed by inspection or analysis or use after delivery even though such Goods and/or Services may have previously been inspected and accepted. Without limiting any of the rights it may have, the Company, in its sole discretion, may require Supplier, at Supplier's expense, to (i) promptly cure or re-perform any or all rejected Goods and/or Services; or (ii) refund the price of any or all rejected Goods and/or Services, or the Company may purchase replacement Goods and/or Services from another supplier, and Supplier will pay to the Company within ten (10) days thereafter any costs incurred by the Company in obtaining such replacement Goods and/or Services. Nothing contained herein shall relieve in any way Supplier from the obligation of testing, inspection and quality control.

16. Force Majeure.

The obligations of either party to perform under the Purchase Order and/or this Agreement will be excused during each period of delay caused by acts beyond the reasonable control of the party (but, for the avoidance of doubt, not acts related to Supplier's supply chain, economic hardship or changes in market conditions) obligated to perform ("**Force Majeure Event**"). In the event that either party ceases to perform its obligations due to a Force Majeure Event, such party will immediately notify the other party in writing of such Force Majeure Event and its expected duration, and will take all reasonable steps to recommence performance of its obligations as soon as possible. In the event a Force Majeure Event lasts for longer than thirty (30) days, or in the event the party whose performance is prevented by the Force Majeure Event expects such non-performance to last for more than thirty (30) days, the party whose performance has not been so prevented will have the option to terminate the Purchase Order with immediate effect on written notice to the other, subject to all rights, remedies and obligations under law and equity.

17. Intellectual Property

(a) Supplier warrants and represents that the Goods and/or Services supplied, and the subsequent use of the Goods and/or Services by the Company, do not infringe any patent, copyright or other intellectual property rights of any third party. Upon becoming aware of any claim or suit in which any such infringement is alleged, the party that is aware will promptly notify the other party. Supplier will be permitted to control the defence or settlement of any such allegation of infringement, and the Company will provide Supplier with such reasonable assistance in the response and prosecution of any defence as Supplier may reasonably request, at Supplier's sole expense. If a Good and/or Service is the subject of any such claim, Supplier will, at its own expense, (i) procure for the Company the right to continue using such Good and/or Service; (ii) modify the Good and/or Service as necessary to avoid such claim, provided that the Good and/or Service (as amended) functions in substantially the same way as the Good and/or Service before modification; or (iii) replace all or part of the Good and/or Service with functionally equivalent goods and/or services without any charge to the Company. If Supplier enters into any settlement or compromise of an allegation of infringement that would materially impair the rights or increase the costs of the Company to use the Good and/or Service as contemplated hereunder, the Company will have the right to terminate the Purchase Order without any liability or obligation

to Supplier. Notwithstanding any other right of the Company in law or in terms of this Agreement, Supplier shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the receipt of the benefit of any of the Goods and/or Services.

- (b) The Company and Supplier will each maintain ownership of their own pre-existing intellectual property. All intellectual property (including, but not limited to, patents, trade secrets, copyrights, trademarks, and/or know how) developed by Supplier in connection with this Agreement will be owned solely by the Company, including, but not limited to, all intellectual property associated with work papers, reports, documentation, drawings, programming, source code, object code, flow charts, schematics, screen layouts, prototypes, marketing and development plans and other material, including Supplier's final report, or services developed, their composition, the process for their manufacture and any applications for such products, materials or processes. Supplier assigns (by way of present and, where appropriate, future assignment) all such intellectual property rights with full title guarantee to the Company. Supplier shall do and execute, or arrange for the doing and executing of, each act, document and thing that the Company may consider necessary or desirable to perfect the right, title and interest of the Company in and to the intellectual property rights in the intellectual property developed by Supplier in connection with this Agreement and/or the Purchase Order. Supplier shall: (i) procure the irrevocable waiver of all moral rights in the intellectual property developed by Supplier in connection with the Purchase Order and/or this Agreement, to the extent permitted by law; and (ii) be responsible for ensuring that written agreements are entered into with, and adhered to by, employees and subcontractors engaged in the performance of this Agreement and that, unless otherwise agreed with the Company in writing in advance, the terms of engagement of such employees and subcontractors are consistent with, and enable Supplier fully to comply with, the provisions as to the intellectual property set out in this Agreement. Supplier will not issue any press release, public notification or otherwise, that uses, names, depicts or references the Company or any the Company affiliated brands or trademarks without the prior written consent of the Company. Supplier will not use any of trademarks of the Company or of an Affiliate in any way without the prior written consent of the Company.

18. Confidentiality

- (a) Supplier acknowledges that this Agreement and the Purchase Order creates a confidential relationship between Supplier and the Company. Each party acknowledges that during the term of the Purchase Order it shall be entrusted with certain Confidential Information of the other party that should reasonably have been understood by the receiving party due to legends or other markings, the circumstances of disclosure or the nature of the information itself to be proprietary and confidential to the disclosing party and agrees that it shall use reasonable care to protect the confidentiality thereof, using at least the same measures it would use to protect its own similar information. During the term of the Purchase Order and indefinitely after the termination of the Purchase Order for any reason whatsoever, the parties shall not (a) use such Confidential Information for any purpose except the performance of the Purchase Order and/or this Agreement, or (b) disclose any such Confidential Information to any person (except employees or agents on a need-to-know basis where such persons are advised of these obligations of confidentiality), unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by a court of competent jurisdiction or judicial or governmental order without first informing the other

party in writing and cooperating with such other party if such other party shall reasonably contest such disclosure.

- (b) For purposes of this Agreement, "**Confidential Information**" shall mean all data and information submitted to either party by the other party including but not limited to data and information processed, developed, amended, modified or enhanced by Supplier on the Company's behalf in connection with the Goods and/or Services.
- (c) The obligations of each party under this clause shall not apply to information that (i) was in possession without confidentiality restriction prior to disclosure; (ii) was generally known in the trade or business in which it is practiced by the receiving party at the time of disclosure, or becomes so generally known after such disclosure, through no act of the receiving party; (iii) has come into the possession of the receiving party rightfully from a third party without obligation of confidentiality; or (iv) was developed by the receiving party independently of and without reference to Confidential Information. Furthermore, the Company may share this Agreement in its entirety with any Affiliate or controlling entity without breaching its confidentiality obligations. For purposes of this clause and the remainder of the Agreement, "**Affiliate**" will mean a present or future company that, directly or indirectly, controls, or is controlled by, or is under common control with the Company. For purposes of this definition, "**control**" means (i) the legal or beneficial ownership of fifty percent (50%) or more of the applicable ownership structure of the entity, or (ii) the power to exercise a controlling influence over the management or policies of a legal entity.
- (d) The Confidential Information shall remain the property of the disclosing party.
- (e) On cancellation or termination of the Purchase Order for any reason whatsoever, the receiving party shall immediately return all Confidential Information to the disclosing party, or in accordance with the disclosing party's reasonable instructions, destroy or permanently erase all Confidential Information and confirm in writing to the disclosing party that it has complied with this clause.

19. Personal Information

- (a) Supplier understands and accepts that the Company may be required to collect and process personally identifiable information about the Supplier and/or the Supplier's employees, consultants, agents or representatives. Supplier hereby consents and shall procure the consent of its employees, consultants, agents or representatives to the processing of such personal information by the Company in order for the Company to carry out and manage its business, to comply with its legal obligations, to comply with the provisions of this Agreement and to protect its legitimate business interests.
- (b) Supplier accepts that its personal information and that of its employees, consultants, agents or representatives may from time to time be shared with vendors who process data on behalf of the Company and may in appropriate circumstances reside outside of the Republic of South Africa. Supplier hereby agrees to the transfer of such personal information by the Company to locations outside of the Republic of South Africa, and shall procure the agreement of its employees, consultants, agents or representatives to the transfer of such personal information by the Company to locations outside of the Republic of South Africa, as well as the use of such personal information in such locations as described above.
- (c) Supplier and/or any of Supplier's employees, consultants, agents or representatives shall not process, publish, make accessible, or use in any other way any personal information of the Company and/or the Company's employees, consultants, agents or representatives to which Supplier and/or any of Supplier's employees, consultants, agents or representatives has access in the course of supplying the Goods and/or performing the Services, for any purpose other than the fulfilment of the duties in terms of the Purchase Order and/or this Agreement. Supplier and/or Supplier's employees,

consultants, agents or representatives shall observe the Company's regulations regarding the processing and protection of such personal information and/or data to which Supplier and/or any of Supplier's employees, consultants, agents or representatives has access in the course of supplying the Goods and/or performing the Services, and shall report any infringement relating to the manner in which personal information or other data is processed to the Company without delay.

- (d) Supplier agrees to procure the consent of Supplier's employees, consultants, agents or representatives to the provisions of this clause.
- (e) Supplier hereby indemnifies and holds the Company and/or its Affiliates and any of its/their directors, officers or any other officials thereof respectively, harmless against any and all loss, damage, costs (including legal costs on an attorney and client basis), charges, penalties, fines and/or expenses which may be incurred or sustained by the Company and/or any one or more of the aforesaid persons as a result of Supplier having failed to ensure that the appropriate consents contemplated above are in place with the Supplier's employees, consultants, agents or representatives and/or Supplier having failed to comply with the provisions of the Protection of Personal Information Act No. 4 of 2013 or any other Applicable Laws in relation to the processing of personal information.

20. Responsibility for Property

- (a) Any materials, items, software, hardware or equipment (including, but not limited to, for purposes of this clause, all tools, dies, mechanicals, negatives, plates, drawings, sketches and artwork) furnished, funded or paid for by the Company, provided or made available to Supplier in connection with the Purchase Order, shall be deemed as held by Supplier upon consignment. All such materials, items, software, hardware and equipment not used in the provision of Goods and/or the performance of the Services shall, as directed, be returned to the Company, at the Company's expense, and, if not accounted for or so returned, shall be paid for by Supplier. In no event shall Supplier transfer or move such materials, items or equipment to the premises of any third party without the prior written permission of the Company. Supplier shall not use such materials, items or equipment for any purposes or for any party not authorized in writing by the Company. Supplier shall be fully responsible and indemnify the Company for any loss or destruction of or damage to such materials, items or equipment until the same are returned to the possession of the Company, whether or not such loss, destruction or damage is attributable to acts or omissions of Supplier or its representatives, officers, agents or employees (normal wear and tear for authorized purposes and parties excepted).
- (b) Supplier shall obtain and maintain property insurance upon all such materials, items or equipment to the full replacement value thereof. This insurance shall be specifically so endorsed, and the Company shall be named as a loss payee.

21. Insurance

- (a) Supplier will acquire and maintain, at its own cost and expense, and cause any subcontractor to acquire and maintain, during the term of the Purchase Order, with carriers having an A.M. Best Rating of A-VII or better, sufficient insurance to adequately protect the respective interests of the parties to the Purchase Order.
- (b) Supplier's insurance shall be primary and non-contributory coverage.
- (c) Supplier and its subcontractors will cause their insurance companies to waive their right of recovery against the Company.
- (d) The Company shall be included as an "Additional Insured" on Supplier's policies, and, if applicable, shall be included as a "Loss Payee" and shall be evidenced on a Certificate of Insurance.

- (e) Upon request, Supplier will furnish the Company with a Certificate of Insurance evidencing appropriate insurance coverages are in place. A failure to request evidence of insurance shall not be construed as a waiver of Supplier's obligation to provide appropriate insurance.
- (f) Supplier will be solely responsible for any deductible or self-insured retention.
- (g) Supplier shall immediately advise the Company of any claim made against Supplier that pertains to the Purchase Order and/or this Agreement. Both Supplier and the Company shall cooperate in any claim investigation.

22. Audit

Upon request by the Company, any duly authorized representative of the Company shall, until three (3) years after final payment under the Purchase Order, have access to and right to examine pertinent books, papers, documents, accounts and records of Supplier involving transactions related to the Purchase Order and to examine Supplier's place of business as necessary to determine whether the Purchase Order and/or the terms of this Agreement are being carried out.

23. Permits and Responsibilities

Without additional expense to the Company, the Supplier will be responsible for obtaining any necessary licenses, permits and approvals, and for complying with all applicable codes, laws and regulations applicable to the Goods and/or Services to be provided pursuant hereto. The Supplier will furnish to the Company, upon request, copies of all such licenses, permits, approvals or other documents.

24. Independent Status

Supplier is an independent contractor, solely responsible for its own employees, and not in partnership or in a joint venture with the Company or an agent or employee of the Company, and will not hold itself out as, or give any person reason to believe that Supplier is an agent or employee or otherwise under the control of the Company or has any authority to represent or bind the other as to any matters.

25. Subcontractors

- (a) The Supplier shall not, without the Company's prior written consent, subcontract the performance of any of its obligations under the Purchase Order and/or this Agreement.
- (b) To the extent that Supplier uses a subcontractor for the performance of Services under this Agreement, Supplier agrees to be responsible to the Company for the subcontractor's actions to the same extent as if Supplier itself performed the Service pursuant to the terms herein.
- (c) Subject to the above, all the terms and conditions of the Purchase Order and/or this Agreement shall be part of any agreement between the Supplier and any subcontractors and shall be binding thereon. Any such agreement shall be made available to the Company on request.

26. Non-Exclusivity

The Supplier is not the exclusive service provider to the Company. The Company shall be entitled to appoint any other party to supply goods or render services of the same or similar nature to the Goods and/or Services during the term of the Purchase Order, and should the Company elect so to do, the Supplier shall refrain from impeding any third party from being able to perform in accordance with its appointment.

27. Waiver

The Company shall not, by any act, delay, omission, failure to object to any terms which now or in the future appear in any form or other communication from Supplier or otherwise, be deemed to have waived any of the rights or remedies under the Purchase Order and/or this Agreement nor be deemed to have accepted any such terms, and no waiver whatsoever shall be valid as against the Company unless in writing, signed by an authorized representative of the Company, and then only to the extent set forth therein. The

Company's waiver of any right, remedy or breach of any of the terms, conditions or provisions of the Purchase Order and/or this Agreement, or any failure to enforce the same, on any one occasion shall not be construed as a waiver of any right or remedy which the Company would otherwise have on a future occasion and will not in any way affect, limit or waive the Company's right to thereafter enforce or compel strict compliance to that or any other term, provision or condition hereof.

28. Broad Based Black Economic Empowerment (RSA only)

The Company requires all its suppliers in the Republic of South Africa to submit a SANAS / IRBA approved accounting firm accredited BBBEE level Certification or, in the case of Exempted Micro Enterprises ("EMEs") and Qualifying Small Enterprises ("QSEs"), a sworn affidavit or certificate issued by the Companies and Intellectual Property Commission ("CIPC") confirming that their annual revenues for the financial year in question are below the applicable threshold for qualification as EMEs and QSEs, as the case may be. Such BBBEE certification or EME/QSE affidavit will be submitted to the Company prior to delivering Goods and/or providing Services and annually thereafter (guided by the expiry date of the B-BBEE Certificate or, where an affidavit or certificate issued by CIPC is provided to the Company, the Supplier's financial year end), at Supplier's own cost.

29. Supplier Guiding Principles

- (a) At a minimum, the Supplier is required to meet the following standards, with respect to Supplier's operations: Supplier will (i) comply with all applicable child labour laws; (ii) not use forced, bonded, prison, military or compulsory labour; (iii) comply with all Applicable Laws on abuse of employees and will not physically abuse employees; (iv) comply with all Applicable Laws on freedom of association and collective bargaining; (v) comply with all applicable non-discrimination and equal opportunity laws; (vi) comply with all applicable wage and benefits laws; (vii) comply with all applicable work hours and overtime laws; (viii) comply with all applicable health and safety laws; (ix) comply with all applicable environmental laws; and (x) demonstrate compliance with these Supplier Guiding Principles ("SGP") at the request and to the reasonable satisfaction of the Company.
- (b) The Company routinely utilizes independent third parties to assess a supplier's compliance with the SGP. These assessments generally include confidential interviews with employees and on-site contract workers. If Supplier at any time fails to uphold any aspect of these SGP requirements, Supplier is expected to promptly implement corrective actions. Supplier hereby warrants and represents that it has read, understands and is in, and will remain in, full compliance with all SGP requirements. The Company reserves the right to terminate the Purchase Order immediately without liability if Supplier cannot demonstrate that it is upholding the SGP requirements.

30. Responsible Sourcing Guidelines

- (a) The Company requires the Supplier to have mechanisms in place to demonstrate that any paper based packaging materials purchased by the Company are made from either recycled fibre or known and legal virgin fibre sources. In order to demonstrate that a source is known and legal, the Supplier may be required to provide reliable information that identifies the source location, the source entity, and each intermediary in the supply chain.
- (b) The Supplier shall have mechanisms in place to ensure that all wood has been harvested and traded in compliance with all Applicable Laws.
- (c) The Supplier shall define, drive and implement ambitious business targets around CO₂ reductions in the Supplier's operations and drive carbon reduction in line with the Company's targets to reduce the Company's packaging CO₂ and post-consumer waste to landfill.

31. Conflict Materials

The Supplier represents and warrants that none of the materials it supplies or will supply to the Company pursuant to the terms of this Agreement will contain any columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which originate in the Democratic Republic of the Congo ("Conflict Materials"); and that no Conflict Minerals are manufactured, to be manufactured, or contracted to be manufactured by the Supplier pursuant to the terms of this Agreement.

32. Code of Business Conduct

Supplier agrees to supply each of its employees and subcontractors supplying Goods and/or performing Services with a copy of the Company's then-current: (i) Code of Business Conduct Policy and; (ii) Responsible Sourcing Guidelines Policy for supplier to the Company, copies of which will be provided by the Company to Supplier upon Supplier's request.

33. Anti-bribery

The Purchase Order and/or this Agreement is contingent upon compliance with all Applicable Laws, including the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and the South African Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended. As such, Supplier agrees that it will not, in connection with transactions contemplated in the Purchase Order and/or this Agreement, or in connection with any other business transactions involving the Company, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. Supplier further warrants that no money paid to Supplier as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of Applicable Laws. Supplier agrees to provide prompt certification of its continuing compliance with Applicable Laws whenever requested by the Company. Supplier represents and warrants that Supplier and its agents and employees will not take any action that might constitute a violation or breach of any provision of the Company's Code of Business Conduct Policy and consents to be bound by its terms. A written accounting record must be kept of all payments made by Supplier or its agents or employees on behalf of the Company, and the accounting record must be provided to the Company upon request. The Company reserves the right to audit Supplier's books and records in order to satisfy itself that Supplier is in compliance with the terms of this section.

34. Consumer Protection Act No. 68 of 2008 ("CPA") RSA ONLY)

The Supplier must ensure that on Delivery, and for a reasonable period after that, all Goods and/or Services supplied shall be in strict compliance with the Company's performance criteria and specifications and shall, where applicable, comply with the requirements and standards of the CPA. Without limiting the generality of the foregoing, the Goods and/or Services shall be free of any defects and of a quality that persons are generally entitled to expect. Supplier shall indemnify the Company and keep the Company fully and effectively indemnified against any liability for harm that is described under section 61(5) of the CPA to the extent that such harm arises as a consequence of the provision or use of the Goods and/or Services.

35. Safety Requirements

Supplier shall and shall ensure that Supplier's employees, agents and contractors will comply with all regulations and rules of the Company or its Affiliates which may be in effect at the applicable premises or facility regarding, and including, but not limited to, good manufacturing practices, passes, badges, smoking, sanitation, health, safety, environmental, security, fire prevention, signs and other rules and regulations set forth elsewhere in the Purchase Order and/or this Agreement or at the applicable premises or

facility. In the event that Supplier's employee, agent or contractor is found not to comply with any premises or facility regulations and rules, the Company will notify Supplier of such fact and Supplier will immediately remove said employee, agent or contractor. Supplier will indemnify and hold the Company or its Affiliates harmless against any claims arising out of acts of its contractors, agents or employees providing Goods and/or performing Services at or on the Company's or its Affiliate's premises or facility.

36. Background Screening

The Supplier acknowledges and consents that any employee, contractor or agent of the Supplier that is required to provide Goods and/or render the Services at the Company premises or facility or who has access to the Company's internal information technology networks, may be subject to the Company's security checks as may be determined by the Company's Risk Department from time to time, including but not limited to identity verification and criminal records check. Alternatively, the Supplier may utilize an independent third-party provider of its own choosing, and at its own expense, for all background screenings that may be required by the Company's Risk Department pursuant to this clause and provide the Company with an entire background report that is produced by the third party provider. The Supplier shall ensure that all background screenings are conducted within the last twelve (12) months from the last date of clearance.

37. Transfer of Rights

- (a) Neither the Purchase Order, this Agreement (or any parts thereof), nor any of the Supplier's rights and obligations hereunder may be assigned, ceded, delegated or otherwise transferred by Supplier, voluntarily, by operation of law or otherwise, even upon the sale of a majority of the shares or assets of Supplier or a merger, regardless of whether Supplier is the surviving entity, or in the case of some other form of change of control, without the prior written consent of the Company, and any such assignment, cession, delegation or transfer attempted without such consent shall be null and void and of no force or effect whatsoever. Any consent, in terms of this clause, given by the Company shall not be deemed to waive the Company's right to recoupment and/or set off of claims arising out of this or any other transactions with Supplier, its divisions, Affiliates or subsidiaries, or to settle or adjust matters with Supplier without notice to permitted successors and assigns. Supplier has no authority to bind the Company to any obligation to third parties.
- (b) The Company may assign, cede or otherwise transfer the Purchase Order and/or this Agreement or any part thereof without the prior consent of Supplier.
- (c) Subject to the Warranty clause, the terms and conditions of this Agreement will be binding upon and inure to the sole benefit of the parties hereto and their respective successors, permitted assignees and legal representatives.

38. Notices

Except as otherwise expressly provided herein, any notice or communication required or permitted hereunder shall be sufficiently given if delivered by hand to a responsible person during ordinary business hours or sent in writing by courier or prepaid registered or certified mail, or electronic mail to Supplier and the Company at their respective addresses set forth in the Purchase Order or otherwise. Any such notice, if so mailed or couriered, shall be deemed to have been received on the third (3rd) business day following such mailing or when actually received by the recipient if sent by electronic mail or delivered by hand. Either party may change its address for notice purposes by written notice to the other party as specified herein and such change will take effect on the third (3rd) business day following receipt of the notice by the other party.

39. Arbitration

Any dispute between the parties arising from or in connection with the Purchase Order and/or this Agreement (other than

where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction) shall be submitted to arbitration in accordance with the commercial arbitration rules of the Arbitration Foundation of Southern Africa. The arbitration shall be held in Johannesburg and the arbitrator's award shall be final and binding upon both parties.

40. Governing Law and Jurisdiction

The Purchase Order and this Agreement is governed by and must be construed and enforced in accordance with the laws of the Republic of South Africa and shall be subject to the jurisdiction of South African courts.

41. Miscellaneous

- (a) By accepting the Purchase Order, the Supplier confirms that it has read, understood and accepts the provisions of the Company's policies and that it shall fully comply with the terms of these policies.
- (b) No rule of construction may be applied to the disadvantage of a party because that party was responsible for or participated in the preparation of the Purchase Order and/or this Agreement or any parts thereof.
- (c) The various provisions of this Agreement are severable, and any determination of invalidity, illegality or unenforceability of any one term or provision hereof shall have no bearing on the continuing force and effect of the remaining valid provisions hereof.
- (d) This Agreement and/or the Purchase Order (as applicable) contains the entire agreement between the Company and Supplier regarding the subject matter hereof, and there has been no other representations or inducements, oral or otherwise, made by any party in connection herewith. Any amendment or variation to the Purchase Order and/or this Agreement must be agreed in writing by the parties.
- (e) The Company and Supplier each represent that (i) they each have full power and authority to enter into and perform the Purchase Order and/or this Agreement, and (ii) the individuals executing the Purchase Order on behalf of each party have the full and complete authority to do so.

