

Terms and Conditions of Purchase

Rev 01-2025

1. Definitions

- 1.1 **Agreement** means these terms and conditions of purchase and the Purchase Order.
- 1.2 **Business Day** means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa.
- 1.3 **Buyer** means the company or party that issues the Purchase Order.
- 1.4 **Confidential Information** means any and all information, data, or materials, regardless of the form or nature, which is not freely and publicly available, the unauthorized disclosure of which could cause harm or disadvantage to the party owning the information, whether disclosed prior to, on or after the signing of this Agreement, and whether disclosed in writing, orally or otherwise and whether or not identified as confidential or proprietary.
- 1.5 **Data Protection Laws** mean all data protection laws to the extent applicable to this Agreement, including without limitation, the Protection of Personal Information Act 4 of 2013 ("POPIA") and the European Union General Data Protection Regulation ("GDPR") and all related regulations and directives;
- 1.6 **Delivery** means the transportation and physical transfer of Products to the Buyer or the Buyer's nominee, as per the agreed Incoterm or as otherwise agreed by the Parties and the words "**Deliver**" and "**Delivered**" shall have a corresponding meaning.
- 1.7 **Delivery Note** means a document that accompanies the Products on shipment or is presented to the Buyer or its Representatives on Delivery of the Products, listing the items and quantities of Products supplied and referencing the Purchase Order number.
- 1.8 **Equipment** means all equipment, apparatus or consumables required to perform the Services or supply the Products, including machinery, tools, devices, instruments, jigs, dies, templates, moulds, patterns and drawings, if applicable.
- 1.9 **Incoterms** mean the International Commercial Terms developed by the International Chamber of Commerce in 2020, as amended or updated from time to time.
- 1.10 **Invoice** means a document issued by the Supplier setting out the amounts owing for Products delivered or Services provided to the Buyer as more fully described in clause 10.1 below.
- 1.11 **Intellectual Property** means any and all copyright, know-how, trademarks, logo's, business names, domain names, patents, design rights, software, code, programmes and technology, database rights and any other intellectual property rights whether registered or unregistered.
- 1.12 **Laws** mean any statute, regulation, by-law, ordinance or subordinate legislation, the common law; any binding court order, judgement; a guideline, policy, or other advisory note issued by a Regulator whether or not the note is enforceable by law, in any jurisdiction applicable to this Agreement or the Products and/or Services, as amended or supplemented from time to time.
- 1.13 **Losses** mean any and all damages, liabilities, charges, imposts, taxes, costs and expenses (including all legal fees), economic losses, loss of profits and penalties, which arise from any cause of action whether in contract or in delict or otherwise, incurred by the Buyer or claimed from the Buyer.
- 1.14 **Parties** means the Supplier and/or the Buyer and "Party" shall mean either the Buyer or the Supplier as required by the context.
- 1.15 **Personnel** means the directors, officers and/or employees of a Party.
- 1.16 **Policies** mean the policies of the PG Group including the Corporate Social Responsibility Policy, the Procurement Policy, the Sustainability Policy, the Responsible Procurement and Sustainable Sourcing Policy, the Environmental Policy, the SHERQ Management Policy and the Human Rights Policy, available on the Buyer's website or on request.
- 1.17 **Price** means the price recorded in the Purchase Order and may include discounts or agreed rebates.
- 1.18 **Products** mean all goods including materials, equipment, machinery, spare parts, accessories, consumables, technology and other associated items if applicable, described in or required to fulfil the Purchase Order.
- 1.19 **Purchase Order** means the numbered and official order/s issued by the Buyer detailing the Products and/or Services to be supplied by the Supplier.
- 1.20 **Reasonable and Prudent Supplier** means a person who in good faith performs its obligations, acknowledging that time is of the essence, with the same level of care, skill, diligence and foresight ordinarily exercised by a skilled and experienced person engaged in similar circumstances while ensuring compliance with international standards, best industry practice and all applicable Laws and the Specifications and having suitable resources, including quality management protocols and sufficiently qualified and experienced Personnel to execute these obligations, warranting that the Products and/or Services are fit for purpose, durable and free of defects.
- 1.21 **Representatives** mean each Party's Personnel and agents, consultants, advisors, contractors and other duly appointed representatives of a Party or those of their Affiliates.
- 1.22 **Safety File** means a collection of documentation that proves compliance with health and safety laws and demonstrates commitment to managing these risks on site.
- 1.23 **Services** mean the deliverables to be provided by the Supplier including as applicable design, research, development, manufacture, construction, installation, supervision, labour, testing, commissioning, training, travel and/or transporting, maintenance and/or repairs and project work described in or required to fulfil the Purchase Order.
- 1.24 **Specifications** means the criteria to which the Products and/or Services are required to comply in order to meet the Warranty, together with any specific requirements referred to in the Purchase Order or other communications between the Parties, including the quote, drawings, diagrams, dimensions, samples, proposals, brochures and other sources of information about the Products and/or Services relied on by the Buyer and in regard to Services shall include the Service Levels and/or Key Performance Indicators which the Supplier is obligated to meet in rendering the Services, as well as the scope of works and project execution requirements in the case of Products or Services supplied for the purposes of a project undertaken by the Buyer.
- 1.25 **Supplier** means the party that invoices the Buyer for the Products or Services in the Purchase Order.
- 1.26 **VAT** means Value Added Tax imposed in terms of the Value Added Tax Act, 89 of 1991 (as amended), including any similar tax which may be imposed in place thereof from time to time.
- 1.27 **Warranty** means the guarantees of quality which apply to the Products and/or Services supplied by the Supplier, including those listed in clause 8.1 below.
- 1.28 **Warranty Period** means 36 (thirty-six) months from the date of first use of the Products or Services by the Buyer, or such other period as the Parties may agree in writing.

1.29 **ZAR** means the South African Rand, the official currency of the Republic of South Africa.

2. Application of these Terms and Conditions

- 2.1 By supplying the Products or Services to the Buyer, the Supplier agrees to be bound by this Agreement, without amendment or alteration and to the exclusion of any other terms and conditions, including the Supplier's terms and conditions, unless otherwise agreed in a written contract which is signed by a director of the Buyer. The parties agree that the Buyer only purchases the Products and Services in terms of this Agreement
- 2.2 In the event of a conflict between the terms and conditions of this Agreement and in any other document, the terms and conditions of this Agreement shall prevail.

3. Orders, Variations and Supply

- 3.1 Unless otherwise agreed in writing under signature of a director of the Buyer, this Agreement is not an exclusive supply agreement and the Buyer may procure Products and Services from any other supplier of its choosing. The signing of this Agreement does not guarantee that the Buyer will procure Products and/or Services from the Supplier. The Buyer is only obliged to buy Products and /or Services from the Supplier when it issues a Purchase Order that is accepted in writing by the Supplier. A Purchase Order may be cancelled by the Buyer at any time prior to receiving written acceptance from the Supplier. Any forecast provided by the Buyer to the Supplier is not a binding minimum volume undertaking by the Buyer and is provided merely to facilitate planning by the Supplier.
- 3.2 The Buyer may at any time, by written notice to the Supplier, request a variation to any Purchase Order and the Supplier will use its best endeavours to accommodate this request. Within two Business Days of receiving such request, the Supplier shall advise the Buyer in writing whether the variation can be accommodated and if so, the effect that the variation will have on the Purchase Order including the agreed Delivery date(s) and Price. No variation or amendment to the Purchase Order shall be of any force or effect unless reduced to writing and signed by the Parties.
- 3.3 If a Purchase Order is cancelled by the Buyer, the Buyer may compensate the Supplier for any materials procured for the Products or Services which the Supplier proves that it is unable to use or to sell to a third party, in full settlement of any liability to the Supplier.
- 3.4 The Supplier undertakes to act as a Reasonable and Prudent Supplier when supplying Products and/or Services to the Buyer. The Supplier undertakes to use its best endeavours to accept and fulfil all Purchase Orders placed by the Buyer.

4. Packaging and Delivery

- 4.1 The Products shall be properly contained, packaged, marked, labelled, loaded and transported in compliance with all Laws, best practice (including safety) and the insurer's requirements, if any. In the absence of any written agreement to the contrary, packaging shall be deemed to be included in the Price and shall remain the property of the Purchaser. The Supplier agrees to reimburse the Purchaser for all expenses and damages incurred due to improper packing, marking, loading, offloading or routing or transportation of the Products.
- 4.2 Unless otherwise agreed in writing by the Parties, the Supplier shall at its own expense, be responsible for the delivery and offloading of the Products at the delivery address stipulated in the Purchase Order. In the event that the Supplier elects to have any third party deliver or offload the Products, the Supplier indemnifies the Buyer against all Losses relating to the delivery and offloading of the Products.
- 4.3 The Supplier acknowledges that time is of the essence for the Delivery of Products and/or the rendering of the Services and shall ensure that the Delivery of all Products and/or provision of Services is completed in full on the delivery date(s) specified in the Purchase Order/s and in accordance with the relevant Incoterm (if applicable). If Delivery of Products or the performance of the Services is late, the Buyer shall be entitled to cancel the Purchase Order or refuse to accept Delivery and/or the Services and withhold payment of the price of the Products. The Supplier hereby indemnifies the Buyer against any Losses suffered by the Buyer or claims instituted against the Buyer as a result of or associated with the late, non- or partial Delivery of Products.
- 4.4 If the Supplier, at any time, has reason to believe that any agreed Delivery date(s) will not be achieved, then the Supplier undertakes to immediately notify the Buyer in writing proposing new date(s) for Delivery, which, if agreed by the Parties will become the revised agreed Delivery date(s) and the relevant Purchase Order shall be deemed to be amended accordingly, without prejudice to the Buyer's rights arising from any failure by the Supplier to meet the original agreed Delivery date(s) or to deliver the Products in full.
- 4.5 Products delivered that are in excess of the quantity set out in the Purchase Order or otherwise not in accordance with the Purchase Order may, at the discretion of the Buyer, be returned to the Supplier by the Buyer at the Supplier's risk and expense and the Price shall be credited.

5. Inspection, testing and acceptance of Products and Services

- 5.1 The Buyer and its Representatives shall be entitled to examine, inspect or test the Products and/or Services at any stage of including when on the Supplier's premises, and the Supplier shall provide the necessary access, labour, materials and facilities. The Buyer may request the Supplier to provide samples, test pieces and/or documentation relating to the Products and/or Services. No examination, testing, inspection, use or the results thereof shall release the Supplier from any obligation in terms of this Agreement.
- 5.2 The acceptance of the Products and/or Services by the Buyer is without prejudice to the Buyer's right to return the Products or to claim Losses for late or incomplete Delivery and/or non-performance of Services, damaged or defective Products and/or defective or otherwise deficient Services, or the non-compliance of the Products and/or Services with the Warranty or instructions issued by the Buyer.

6 Risk and Ownership

- 6.1 Unless otherwise agreed to by the Buyer in writing and subject to the Incoterm that may be applicable, risk in and to the Products shall pass to the Buyer on offloading at the Delivery address and ownership will pass to the Buyer when the Products are paid for or incorporated into the Buyer's processes.
- 6.2 In the event that Products are returned to the Supplier as a result of a breach of Warranty or other issue, risk in that Product will revert to the Supplier immediately as the Products leave the possession of the Buyer.
- 6.3 Where the cost of Equipment to be provided by the Supplier is included in the Price, ownership thereof shall vest in Buyer on payment of the Price.

7 Conduct of the Supplier

- 7.1 The Supplier undertakes to act as a Reasonable and Prudent Supplier when performing its obligations in terms of this Agreement.
- 7.2 The Supplier undertakes to comply with the Buyer's Policies and to ensure that the Buyer's Personnel do so at all times while on the Supplier's premises and/or while performing any of its obligations in terms of this Agreement. Without limiting the generality of this obligation, the Supplier undertakes to comply with the Occupational Health and Safety Act 85 of 1993, as amended, in every respect, including without limitation, ensuring that the Supplier and all the Supplier's Representatives submit a Safety File, wear protective clothing and equipment, displaying the name of the Supplier and attend the Buyer's safety induction programme and sign in and out on an attendance register, if applicable.

- 7.3 Non-compliance with clause 7.2, may result in access to the Buyer's premises being denied to the Supplier or removal from the premises, and at the discretion of the Buyer, a cancellation of the Purchase Order, which cancellation shall be without recourse.
- 7.4 The Supplier undertakes to comply with operating instructions and engage only competent and properly qualified operators in using any Equipment in the performance of this Agreement. If the Supplier has in its possession or uses any property or Equipment belonging to the Purchaser and/or a third party, the Supplier indemnifies the Buyer if such property is lost, stolen or damaged or if the Supplier or its Representatives cause any damage to the premises and harm to any person. The Supplier undertakes to pay a claim within 11 (eleven) days of written request for payment, substantiated by a quotation. All property of the Supplier brought onto the Buyer's premises, including Equipment, shall be at the sole risk of the Supplier.
- 7.5 If possible, the Supplier undertakes to keep and maintain records relating to the manufacture of the Product and/or provision of the Services, including serial numbers and batch numbers linking raw materials and other components to the Products that will facilitate prompt and effective corrective action in the event of a defect in the Product and/or Services.
- 7.6 The Supplier undertakes to observe the utmost good faith towards the Buyer and undertakes not to do anything nor refrain from doing anything which might unfairly prejudice or detract from the rights, assets or interests of the Buyer. In exercising any discretion, the Supplier shall at all times co-operate with the Buyer to facilitate prompt and diligent performance of this Agreement and the resolution of any conflicts of interests or disputes.
- 7.7 The Supplier undertakes to comply with all South African and international laws, rules, regulations, restrictions and policies relating to the combating of corruption, money laundering and terrorism, locally or internationally.

8 Product and/or Services Quality and Remedies

- 8.1 The Supplier warrants that all Products and/or Services supplied to the Buyer shall (i) comply with the Specifications and all applicable Laws; (ii) qualify for certification under any agreed quality regime, including but not limited to the European e-mark scheme, if applicable; (iii) be free from defects in design, materials manufacturing and title (iv) be new, safe, durable and fit for purpose in both design and functionality; and (iv) not infringe the Intellectual Property rights of any third party.
- 8.2 If the Products and/or Services do not comply with the Warranty during the Warranty Period, or are found to be defective in any way, or the Products and/or Services are of impaired use or value to the Buyer, the Buyer may, at its sole election without prejudice to its other remedies: (i) retain the defective Products and/or Services, in whole or in part, with an appropriate adjustment in the Price; (ii) require the Supplier to remedy the Products and/or Services, within a reasonable period of time, determined by the Buyer considering the complexity and the urgency of the given situation, at the Supplier's sole expense, including all shipping, transportation, installation, implementation costs; (iii) return the Products to the Supplier at the Supplier's expense and risk; and/or (iv) procure replacement products and/or services from a third-party and recover the total cost from the Supplier and/or (v) exercise all other available rights under any applicable Laws.
- 8.3 If the Products and/or Services constitute a threat of damage to property or to the health and safety of any person or the Products and/o Services are at risk of a product recall, notification of other regulatory process whether directly or indirectly, the Supplier undertakes, within 48 (forty-eight) hours of a request sent by the Buyer, to provide the assistance requested by the Buyer to fully investigate, defend or implement corrective action to enable the Buyer to comply with all legal requirements and the Buyer's initiatives, to ensure the safety or protection of third parties, including consumers, and to mitigate the harm including the reputational harm to the Buyer. The Buyer shall be entitled to recover the full cost from the Supplier of corrective action concerning the Products and/or Services, including the cost of product recalls.
- 8.4 The Supplier hereby indemnifies the Buyer for all Losses arising out of or relating to (i) a breach by the Supplier of this Agreement; (ii) the death, injury or illness of any person or damage to their property or economic loss incurred by a person arising from any fault or defect (latent or patent) in any Products and/or Services; (iii) any fault, negligence or wilful misconduct of the Supplier, or any of its Representatives or sub-contractors and/or (iv) a contravention by the Supplier of any applicable Laws.
- 8.5 The Supplier shall make payment to the Buyer of any amount claimed by the Buyer in terms of the indemnities in this Agreement within 11 (eleven) Business days of receipt of demand, substantiated by evidence of the Losses.
- 8.6 For the Duration of this Agreement, the Supplier undertakes to obtain and maintain insurance to cover the legal liability of the Supplier and that of its Personnel in terms of this Agreement and under applicable Laws.

9 Price

- 9.1 The price payable by the Buyer to the Supplier for the Products is set out in the Purchase Order. Unless otherwise agreed to in writing, the Price payable by the Purchaser for the Products shall be all inclusive and delivered duty paid (as per Incoterm DDP) and/or the Price payable for the Services will be an all-inclusive fixed fee, and both will include VAT. No additional amounts shall be added to the Price, without the Buyer's express written consent. If requested by the Buyer, the Supplier agrees to disclose separately all components of the Price, such as materials and labour, labour rates and time, forwarding and clearing costs, duties, transportation, insurance and other costs, fees and taxes.
- 9.2 The Price is fixed, unless the Buyer has agreed in writing under signature of an authorised manager or director to an adjustment or escalation, which shall be calculated strictly in accordance with agreed formula or criteria agreed to by the Parties.
- 9.3 If the Price is in a currency other than ZAR, fluctuations in the exchange rate shall be at the risk of the Buyer and if the Price is in ZAR at the risk of the Supplier, unless otherwise provided in the Purchase Order or adjusted by agreement between the Parties recorded in writing under signatures of a director or Manager of each Party.

10 Invoices and Payment

- 10.1 The Buyer shall not be liable to pay an invoice, until the Buyer has received the original, complete and correct invoice, fully compliant with applicable Laws reflecting (i) the full legal name, registration number and address of both the Supplier and the Buyer (ii) the relevant Purchase Order number (iii) the place of Delivery (iv) the actual Delivery date (v) the item price of each Product and/or Service (vi) VAT charged on each Product and/or Service if requested by the Purchaser, substantiated by proof of Delivery or acceptance or successful commissioning.
- 10.2 The Buyer shall be entitled to set-off or deduct from Invoices amounts owing to the Buyer by the Supplier. The Buyer shall not be required to pay a disputed Invoice until the dispute is resolved and such non-payment shall not absolve the Supplier of the performance of its obligations under this Agreement.
- 10.3 The Parties agree that Invoices will be paid 60 (sixty) days from date of statement or 90 (ninety) days from Bill of Lading or on such other terms as may be provided for in the Purchase Order or agreed by the Parties, less any applicable discount, rebate or other retention.
- 10.4 The Supplier shall not be entitled to apply any interest or penalties or additional charges on any amount invoiced, due, payable and owing by the Buyer unless agreed to in writing under signature of a director or manager of the Buyer.
- 10.5 The payment of an invoice in a currency other than South African Rands is subject to the Buyer obtaining the written approval of the Financial Surveillance Department of the South African Reserve Bank, if required.

11 Intellectual Property

- 11.1 The Supplier warrants that its manufacture and supply of the Products does not and will not infringe the Intellectual Property or any other person. The Supplier indemnifies the Buyer against all Losses arising out of or relating to the infringement (or alleged infringement) of any third party's Intellectual Property.
- 11.2 Each Party undertakes not to use the other Party's Intellectual Property for any purpose unless strictly necessary for the discharge of its obligations in terms of this Agreement and with the prior written consent given by a Director of the Party owning this Intellectual Property. Neither Party shall perform or permit to be done any act which jeopardises the continued validity and enforceability of any of Intellectual Property belonging to the other Party or which may harm the goodwill of the other Party or its affiliates.
- 11.3 All the Intellectual Property rights of any kind created through the Buyer's engagement with the Supplier shall vest exclusively in the Buyer and the Supplier undertakes to take all steps necessary to assign ownership of such Intellectual Property to the Buyer on receipt of written request.
- 11.4 All Intellectual Property vesting in any Equipment, drawings, Specifications and other technical information that is provided by the Buyer to the Supplier shall remain the exclusive property of Buyer (or the owner thereof) and these items shall be returned by the Supplier to the Buyer within five Business Days of demand.

12 Confidential Information

- 12.1 Each Party undertakes in favour of the other to (and to ensure that its Representatives likewise):
 - 12.1.1 maintain the confidentiality of the Confidential Information to which it is allowed access to, or with which it becomes acquainted with by virtue of its dealings with the other Party;
 - 12.1.2 use the Confidential Information for the sole purpose of performing this Agreement, which use includes, to the extent necessary (a) copying, adapting and analysing the Confidential Information, and (b) incorporating the Confidential Information into reports, analyses, compilations, studies or other documents for internal use by either Party;
 - 12.1.3 take all steps which an honest, fair, diligent and prudent operator in the circumstances could be expected to take to safeguard all Confidential Information so as to prevent any unauthorised person from having access to such Confidential Information.
 - 12.1.4 on request, return to the other Party (or, to the extent the Confidential Information is incapable of being returned, destroy) all Confidential Information and copies thereof as well as notes, analyses and other compilations which contain, reflect or are based on, in whole or in part, the Confidential Information and provide written confirmation of having done so within five Business Days of the receipt of a request to do so.
- 12.2 The undertakings in clause 12.1 shall not apply to information which the Party from whom the Confidential Information is obtained, authorises the other Party to disclose in writing; or either Party is compelled to disclose in terms of a valid order of court or law having application; or a Party can demonstrate is already in the public domain or becomes available to the public through no breach of this Agreement or a Party can demonstrate was rightfully in such Party's possession prior to receipt from the other Party; or a Party can demonstrate was developed independently by that Party, as proven by its electronic or written records.

13 Information and Data

- 13.1 Each Party undertakes that it will secure the integrity of all personal information and data as defined in applicable Data Protection Laws, whether collected or received from the other Party and shall only process or use that information for the purposes of this Agreement and in compliance with Data Protection Laws.

14 Breach and Termination

- 14.1 If either Party (i) breaches a term or condition of this Agreement and fails to remedy the breach within eight Business Days of receipt of a written notice from the other Party requesting the defaulting Party to remedy the breach or (ii) ceases carrying on business, or becomes subject to insolvency or business rescue proceedings; or (iii) has a judgment recorded against it which remains unsatisfied for a period of ten Business Days; or compromises or attempts to compromise generally with any of its creditors; (ii) or if there is a breach of this Agreement which is not capable of being remedied, then the non-defaulting Party shall at its election and without prejudice to any rights which it may have in law, have the right to: (a) cease performance of its obligations to the defaulting Party and/or (b) claim from the defaulting Party performance of its contractual duties and/or (c) cancel this Agreement or in the case of the Buyer, cancel any Purchase Order and/or claim Losses from the Supplier.
- 14.2 At all times, the Buyer shall in its sole discretion be entitled to terminate this Agreement by giving 30 (thirty) Business Days prior written notice to the Supplier, without recourse.
- 14.3 In no event and even after termination of this Agreement, shall the Buyer or its Personnel be liable for any consequential damages or indirect loss, or for loss of business, income, profits or data or the reimbursement of penalties, interest charges, or expenses.

15 Disputes, Legal Proceedings and Governing Law

- 15.1 If any dispute arises between the Parties, including the termination of this agreement, the Parties shall first seek to resolve it through their usual contact persons. If any such dispute cannot be so resolved within 10 (ten) Business Days, then the dispute shall be escalated to the CEO's or similar heads of the Parties. If, after a further 10 (ten) Business Days, the dispute remains unresolved, either Party may refer the matter for determination by an independent arbitrator appointed by agreement between the Parties under the rules of Arbitration Foundation of Southern Africa (AFSA) or, failing agreement within ten Business Days, then appointed, on the application of either Party, by the chair or head for the time being of the AFSA. Any such arbitration shall take place in Johannesburg and the language of the proceedings shall be English. In the event that the Supplier has no business premises and/or assets in South Africa, the parties agree that the dispute shall be resolved by arbitration administered by the Mauritius International Arbitration Centre (MIAC), in accordance with its Rules of Arbitration, with the seat of arbitration in Mauritius, and the language of arbitration is to be English. The decision of the arbitrator shall be final and binding on the Parties (including decisions on costs) except in the case of a manifest error or error in law.
- 15.2 Either Party will be liable for the actual legal costs incurred by the other in the valid or lawful enforcement of this Agreement.
- 15.3 The existence or continuance of one or more disputes under this Agreement or any Purchase Order, shall not absolve the Supplier of the performance of its obligations under this Agreement.
- 15.4 This Agreement and all related matters shall be governed and construed in accordance with South African law.
- 15.5 The Parties agree to the jurisdiction of the South Gauteng High Court but shall be entitled to apply to any court of competent jurisdiction for relief in order to preserve or protect any right under this Agreement.

16 Communications

- 16.1 All notices and other communications given under this Agreement shall be in writing and shall be delivered or sent by email to the other Party at the following addresses:

The Supplier- the address on the Purchase Order or Invoice and email address from which the Purchase Order is sent by the Buyer
The Buyer – The Legal Advisor, 18 Skeen Boulevard Johannesburg Gauteng South Africa and email to contracts@pg.co.za

16.2 All notices or communications sent by email will be deemed to have been received on the day of delivery or when the email is sent, unless proved to the contrary.

17. **Force Majeure**

17.1 Neither Party will be liable for a delay or failure to perform any of its obligations under this Agreement to the extent due to an event or occurrence which is unforeseen and beyond the reasonable control of a Party which prevents it from performing its obligations and shall include acts of God, riots, acts of war, acts of terrorism, epidemics and natural disasters but shall specifically exclude strikes and other labour disruptions by Supplier's employees, lack of manufacturing capacity, raw material shortages, disrupted supply of components and increased costs in production or supply ("Force Majeure Event").

17.2 Each Party shall promptly notify the other Party in writing of the occurrence of a Force Majeure Event and shall use all reasonable endeavours to continue to perform its obligations under this Agreement and/or pursuant to any affected Purchase Order for the duration of such Force Majeure Event.

17.3 If a Force Majeure Event continues for 90 (ninety) Business Days or more either Party may terminate by notice in writing with immediate effect:

17.3.1 any individual Purchase Order which cannot be fulfilled by reason of the Force Majeure Event; or

17.3.2 this entire Agreement if the Force Majeure Event prevents the affected Party from performing its obligations under this Agreement.

18. **Broad Based Black Economic Empowerment (BBBEE)**

18.1 If applicable, the Supplier undertakes to provide the Buyer with a certificate from an accredited verification agency confirming the Supplier's status and other relevant matters, in terms of the Broad-Based Black Economic Empowerment Act 53 of 2003, read with the Codes and to notify the Buyer in writing within ten days of the Supplier's status changes.

19. **Sustainability**

19.1 The Supplier recognizes the role and impact of business decisions and activities on the environment and society and accordingly is committed to transparent, ethical and sustainable behaviour. The Buyer supports the Sustainability Development Goals set by the United Nations General Assembly in order to promote economic, social and environmental wellbeing and responsible governance, which are incorporated into the Buyer's Corporate Social Responsibility Policy. As a condition of doing business with the Buyer, the Supplier undertakes to read and uphold this Corporate Social Responsibility Policy, a copy of which is available on request or on the Supplier's website.

20. **General Terms**

20.1 The Supplier shall not be entitled to cede, delegate, assign or subcontract any rights or obligations under this Agreement without prior written consent of Buyer. If the Supplier subcontracts any of its obligations under this Agreement it shall remain fully liable to the Buyer for the performance of all its obligations as principal and hereby indemnifies the Buyer against any Losses that may arise from such subcontracting.

20.2 This Agreement will be binding on each Party's successors in title and/or assigns.

20.3 No waiver (including a waiver of this provision), indulgence, extension of time or abandonment by a Party of any of its rights in terms of this Agreement will be binding, unless reduced to writing and signed by the Party waiving its rights and in the case of Buyer, by a Director of the Buyer.

20.4 No warranties or representations made by the Supplier will be binding unless contained in this Agreement or a Purchase Order.

20.5 No deletion, addition to, amendment, variation, novation, termination or cancellation of this Agreement, or any part thereof, will be effective unless reduced to writing and signed by a Director of the Buyer.

20.6 This Agreement shall not be interpreted against the Buyer for reason of drafting the terms and conditions.

20.7 The termination of this Agreement shall not affect the provisions of this agreement which of necessity must continue or are intended to continue to have effect after such termination notwithstanding that the clauses do not expressly provide for this.

20.8 Any invalid or unenforceable term or condition of this Agreement will be deemed severable from the clause or this Agreement which will continue to be of force and effect.

20.9 In this Agreement, the word "including" shall be deemed to mean "including without limitation".

20.10 This Agreement constitutes valid and binding obligations notwithstanding that this Agreement may not be signed by the Parties, if Product is supplied to the Buyer by the Supplier and the Supplier has been referred to these terms and conditions.

20.11 The rights in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

20.12 Nothing contained in this agreement is to be construed as constituting a joint venture, agency or partnership between the Parties. It is specifically recorded that the Supplier is an employer in its own right.