

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS ("Terms")

### 1. PREAMBLE

COROBRIK (Pty) Ltd is hereafter termed "**COROBRIK**" and, for the purpose hereof. The supplier of the Work as described in the Purchase Order is hereafter termed "**SUPPLIER**". COROBRIK and the SUPPLIER are collectively referred to herein as the "**Parties**" and individually as the "**Party**". These Terms, including any attachments hereto, and the Purchase Order for the supply of the Work, constitute the agreement between the Parties (the "**Agreement**"). Defined terms used herein are described in the Schedule, below.

### 2. PURCHASE ORDERS

2.1 COROBRIK will issue a Purchase Order (PO) for the procurement of the Work. Acceptance by SUPPLIER of the PO will constitute acceptance of these Terms.

2.2 In the event of any conflict between these Terms and the PO and any other attachments thereto, unless otherwise stated in the PO; these Terms will take precedence.

2.3 The PO will be deemed accepted by SUPPLIER upon the first of (a) SUPPLIER making, signing, or delivering to COROBRIK any letter, form, or other writing or instrument acknowledging acceptance; and (b) any performance by SUPPLIER under the PO.

### 3. PAYMENT AND PRICE

3.1 SUPPLIER will submit invoices in a PDF format to [the relevant creditors mailbox as per the Letter to Supplier](#) as soon as possible following Acceptance (defined below).

3.2 The invoice will set out in detail the PO, the Work supplied, the period during which the Work was supplied and if applicable, hours spent in supplying of the Work.

3.3 COROBRIK will make payment to SUPPLIER by means of electronic transfer to the SUPPLIER's nominated bank account as per Corobrik standard payment term of 60 days from statement, unless otherwise negotiated and agreed upon by both. The SUPPLIER will assume the entire risk where incorrect banking details were provided to COROBRIK or where changes were made to the SUPPLIER's banking details without notification to COROBRIK.

3.4 Notwithstanding clause 3.3, the Parties may mutually establish early payment terms on approved invoices based on a Dynamic Discounting sliding scale.

3.5 In the event of clause 3.4 applying, SUPPLIER shall only receive a payment once an Early Payment Date has been approved by COROBRIK. However, in the event of clause 3.4 not applying, payment of invoices shall only be made in accordance with clause 3.3.

3.6 The Parties acknowledge that unless otherwise agreed, the SUPPLIER shall have an option to choose which invoices shall be subject to clause 3.4.

3.7 COROBRIK is entitled to audit all SUPPLIER's records relating to the provision of the Work. SUPPLIER will keep and make all records available for 7 years after delivery of the Work. If overcharging is identified, COROBRIK may invoice SUPPLIER for all audit costs and SUPPLIER shall repay any amount overcharged to COROBRIK within 10 days of receipt of COROBRIK's invoice.

3.8 The Price excludes Sales Tax; however, to the extent that Sales Tax may be applicable to the amounts invoiced by

the SUPPLIER, the SUPPLIER shall provide a Sales Tax invoice to COROBRIK, together with all additional forms and documentation in accordance with applicable law(s).

### 4. SUPPLIER'S WARRANTIES AND UNDERTAKINGS

4.1 SUPPLIER warrants that (a) it has, and will acquire at its cost, all the necessary equipment, material, licences, permits, registrations, certificates or other administrative authorisations required by applicable law(s), infrastructure, services, resources and personnel required to supply the Work to COROBRIK's satisfaction in accordance with the relevant PO and the Agreement; (b) it has the experience, ability, expertise and means to supply the Work; (c) it will supply the Work in a good, professional and workmanlike manner in accordance with recognised industry best practice for the provision of similar goods/services and other policies, standard or guidelines of COROBRIK; (d) it has the capacity and authority to enter into and perform in terms of the Agreement; (e) it will immediately notify COROBRIK of any conflict of interest between its obligations under the Agreement and its obligations to third parties; (f) it, its employees and sub- contractors have familiarised themselves with, and will comply with all the SHE Requirements and the Responsible Care<sup>R</sup> Management Practice Standards relating to the Work and, where applicable, relating to the Location(s); and (h) it will not, in respect of any of its employees, act in contravention of any collective agreement, arbitration award and any legislation governing the conditions of employment.

4.2 In addition to the warranties above, SUPPLIER warrants that (a) the Work will comply with the standards having legally bind effect or as adopted by COROBRIK and advised to the SUPPLIER, fit for purpose, free of defects and comply with the specifications stated in the PO; and (b) the Work will be free from all defects for a period of 12 months after installation and commissioning or such period as specified in the Scope of Work.

4.3 SUPPLIER acts as an independent contractor and neither SUPPLIER nor SUPPLIER's Contractors are deemed to be either expressly or impliedly employees of COROBRIK.

4.4 If any materials are provided by COROBRIK to SUPPLIER free of charge under the Agreement, such materials shall be returned by SUPPLIER to COROBRIK on request without delay.

4.5 To the extent applicable, the Work shall be packaged and protected appropriately to meet stringent local and international transportation requirements.

4.6 SUPPLIER shall before the delivery of the Work ensure that the Work and all its components is marked in accordance with the provisions of the PO or in the absence of such provision, the Work including its components shall not without COROBRIK's prior written consent be marked with Intellectual Property of COROBRIK. Any Work including its components so marked shall not be disposed of to any third party without COROBRIK's prior written consent unless such markings have been erased to the reasonable satisfaction of COROBRIK.

4.7 When SUPPLIER is required by COROBRIK and/or applicable law(s) to comply with Government policies which specify the preferential procurement of domestic services, SUPPLIER shall use its best endeavours to procure the services sourced from the domestic market, provided that these services are (a) of the same standard and quality, (b) will be available at the required time and (c) are not

more than 10% more expensive compared to the services from outside the domestic market.

## 5. CHANGE OF WORK

The Scope of Work, but not the nature thereof may be subject to changes by additions, deletions or revisions thereto by COROBRIK at its sole discretion, and SUPPLIER will be advised by COROBRIK of such changes by means of written change orders. For clarity, SUPPLIER will not provide any type of Work to COROBRIK in terms of the Agreement (including any change order) other than the nature of the Work stated in the relevant PO.

## 6. DELIVERY

6.1 The SUPPLIER will complete or deliver the Work no later than the due date(s) as agreed in the Scope of Work ("**Due Date(s)**") and shall promptly notify COROBRIK if unable to meet the Due Date.

6.2 Work delivered should be marked with the PO number and accompanied by a packing note and all necessary certificates, drawings and documents or as specified in the Scope of Work.

6.3 Time shall remain of the essence in respect of the performance by the SUPPLIER of its obligations under the Agreement.

6.4 If SUPPLIER fails to supply Work by the Due Date COROBRIK may, at its sole discretion (a) summarily terminate the PO without prejudice.

6.5 To the extent the Work comprises the supply of goods, the relevant Incoterms® 2010 as further specified in the PO shall at all times apply.

## 7. INSPECTION AND REJECTION OF WORK

7.1 COROBRIK may inspect and assess the Work at the Location, including SUPPLIER's facilities, personnel/labour, equipment, licences, permits, and SUPPLIER will make available all information and documentation necessary to enable COROBRIK to determine the progress and quality of the Work.

7.2 If on inspection, the Work does not comply with the Agreement ("**Defective Work**"), SUPPLIER will, on or by a date specified by COROBRIK and at COROBRIK's option, either redo, replace, repair, adjust, or modify the Defective Work ("**Remedied Defect**") (or any part thereof as specified by COROBRIK), free of any costs and expenses to COROBRIK.

7.3 SUPPLIER's warranties and obligations provided under the Agreement will extend and apply to such Remedied Defect.

7.4 COROBRIK reserves the right to accept or reject the Defective Work or Remedied Defect. If COROBRIK rejects the Defective Work and/or Remedied Defect (collectively "**Rejected Work**"), COROBRIK will notify SUPPLIER in writing of such rejection and require the removal of the Rejected Work within 7 days from date of such notification. The Rejected Work may not be removed from COROBRIK's premises without a dispatch advice issued by COROBRIK.

7.5 Should SUPPLIER fail to collect the Rejected Work within 7 days or as prescribed in the notice, COROBRIK may dispose of the Rejected Work as it deems fit and SUPPLIER shall be responsible for all costs incurred by COROBRIK in relation to such disposal.

7.6 COROBRIK's inspection or lack of inspection of, or failure to inspect, the Work, will in no way release SUPPLIER from

its obligations and warranties given in terms of the relevant PO and the Agreement.

7.7 Final acceptance of the Work by COROBRIK will only occur and be effective after acceptance of delivery, inspection, and subsequent issuing of a notice of acceptance, or equivalent thereof by COROBRIK ("**Acceptance**").

7.8 Any Acceptance by COROBRIK of the Work will always be subject to COROBRIK's rights and remedies in terms of the Agreement and will not relieve SUPPLIER from any of its obligations, warranties and indemnities.

7.9 Ownership, custody and risk, save for warranties, to the Work will only pass to COROBRIK upon Acceptance. SUPPLIER hereby warrants that it will at all times pass ownership, title and rights to COROBRIK in relation to the Work free of any liens or encumbrances.

## 8. CONFIDENTIAL INFORMATION

8.1 By virtue of its association with COROBRIK, SUPPLIER may come into possession of and have access to information of a confidential nature embodied in the technical knowledge, specifications, chemical make-up, materials and/or other communications, in tangible or intangible form, relating to or useful in connection with the feedstock, products, waste emissions, markets, business and/or the design, construction or operation of the facilities of COROBRIK. ("**Confidential Information**").

8.2 SUPPLIER undertakes that, except as authorised in writing by COROBRIK beforehand, it shall, at all times during and after the termination/expiry of the Agreement (a) keep all Confidential Information confidential, (b) not disclose, in whole or in part, any Confidential Information to any third party, and (c) not use the Confidential Information for any purpose otherwise than as contemplated by and subject to the terms of the Agreement.

8.3 The commitments set forth in clause 8.2 will not extend to any portion of Confidential Information which SUPPLIER can establish (a) is known to SUPPLIER prior to the receipt from COROBRIK or is generally available to the public; (b) after disclosure, through no action or inaction of SUPPLIER, becomes generally available to the public; (c) corresponds to information furnished to SUPPLIER on a non-confidential basis by a third party having a bona fide right to do so; or (d) has been independently developed by SUPPLIER.

## 9. INTELLECTUAL PROPERTY

9.1 In the event that SUPPLIER supplies the Work exclusively for COROBRIK, SUPPLIER hereby cedes, transfers and assigns to COROBRIK all Intellectual Property in the Work. Such Work shall constitute Confidential Information of COROBRIK.

9.2 In the event that SUPPLIER does not supply the Work exclusively for COROBRIK, SUPPLIER hereby grants to COROBRIK an irrevocable, royalty free, extendable licence to use the Work including all Intellectual Property embodied therein for any purpose whatsoever.

9.3 The SUPPLIER hereby grants to COROBRIK an irrevocable, royalty free, extendable licence to use the Ancillary Material including all Intellectual Property embodied therein for any purpose whatsoever.

9.4 SUPPLIER represents and warrants that (a) in the case of clause 9.1 applying, it has good, unencumbered title and ownership to such Intellectual Property and is entitled to transfer and assign to COROBRIK such title

and ownership pursuant to the Agreement; (b) in the case of clause 9.2 or 9.3 applying, it has obtained all approvals, licences, and authorisations necessary to grant the licence to use such Intellectual Property pursuant to the Agreement; and (c) it is not aware of any existing, valid and enforceable third party Intellectual Property rights that may be infringed by supplying the Work to COROBRIK and, use thereof by COROBRIK (and its Affiliates).

9.5 In the event of infringement/misappropriation of third party Intellectual Property rights through supplying the Work to COROBRIK and, use thereof by COROBRIK, SUPPLIER shall pay all royalties and expenses and be liable for all such claims (including claims of infringement of Intellectual Property rights) and costs relating to the supply of the Work, and use thereof.

## 10. COMPLIANCE

10.1 SUPPLIER acknowledges that it has taken note of, and will comply with COROBRIK's compliance requirements stipulated in terms-and-conditions with regard to (a) Bribery and Corruption, (b) Sanctions, (c) Broad-Based Black Economic Empowerment (to the extent that SUPPLIER is based in South Africa), (d) Safety, Health and Environment requirements (to the extent that Work is performed at a Location governed as a COROBRIK site), (e) Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 ("OHS Act"). (to the extent that Work is performed at a Location governed as a COROBRIK site in South Africa), (f) Supplier Industrial Relations Procedure (to the extent applicable to the SUPPLIER), and (g) COROBRIK Supplier Code of Conduct and accepts the responsibilities of its duties as set out in the OHS Act and undertakes to ensure that all Work will be executed in accordance with both the OHS Act and the SHE Requirements.

10.2 The SUPPLIER acknowledges that: (a) it is an employer in its own right and will not provide any of its employees to COROBRIK to supply Work under the control and supervision of COROBRIK, unless explicitly stipulated in the PO; (b) while performing the Work on COROBRIK's premises it is solely responsible for its employees, sub-contractors, agents and the like.

## 11. TERMINATION

11.1 COROBRIK may summarily terminate the Agreement for cause if SUPPLIER (a) is in breach of any applicable law(s) and/or the SHE Requirements; (b) is sequestered or liquidated, or commits any act of insolvency; (c) breaches any warranty provided in the Agreement; or (d) is in breach of any of the provisions of the Agreement and such breach is not remedied within 10 days from the date of receipt of notice in writing from COROBRIK specifying the breach and requiring the same to be remedied.

11.2 COROBRIK may in its sole discretion summarily terminate the Agreement by giving SUPPLIER a prior written notice ("**Early Termination**"). SUPPLIER will immediately cease the supply of the Work as at the date specified in such notice. In such event, COROBRIK will only reimburse SUPPLIER for the Work accepted and will not have any further liability in terms of the relevant PO or the Agreement, unless otherwise agreed to by the Parties in writing.

11.3 Termination or expiry of the relevant PO or the Agreement will not release either of the Parties from any obligation, indemnity or warranty which arose prior to termination.

11.4 If SUPPLIER is dissolved for purposes of restructuring or amalgamation, the Agreement may not be terminated and will be binding on the restructured company or the company arising from the amalgamation, unless COROBRIK elects to terminate.

## 12. INDEMNITIES

SUPPLIER indemnifies COROBRIK its directors, employees, agents and representatives ("**Indemnified Party**") and holds it harmless against all liabilities, costs, expenses, damages, compensation and losses including such legal and attorneys' fees as between attorney and client suffered or incurred by the Indemnified Party, caused by the acts or omission of SUPPLIER, its employees or sub-contractors ("**Other Party**") or arising out of the Other Party (a) failing to comply with applicable law(s) or the SHE Requirements, including any industry code/practice applicable to the Work; (b) polluting or damaging the environment, including the costs of clean-up and rehabilitation, relating to the supply of the Work; (c) causing the death or personal injury of any person and arising out of the supply of the Work; (d) damaging, loss of or destruction of any property arising out of the supply of the Work; (e) causing any third party claim against the Indemnified Party arising out of or in connection with the supply of the Work; (f) breaching any acts relating to corruption; and (g) breaching the warranties in clause 4.

## 13. INSURANCE

The SUPPLIER will procure and maintain (at its cost) for the duration of this Agreement comprehensive third-party public liability insurance cover with a total aggregate cover specified in the PO.

## 14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 The Agreement will be governed, constituted and interpreted in accordance with the laws of South Africa.

14.2 In the event of any controversy or claim arising out of or in connection with the Agreement ("**Dispute**") arising between the Parties, such Dispute will in the first instance be referred to duly authorized senior representatives of each of the Parties for resolution. If such Dispute is not resolved within 30 days from date of referral, either party may refer the Dispute to arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration will, unless otherwise agreed, be held in Johannesburg. The award of the arbitrator will be final and binding upon the Parties and may be entered as a judgment in any court having jurisdiction. These provisions will not prevent either Party from approaching any court or other judicial forum having jurisdiction to obtain timely injunctive or other relief in cases of urgency or semi urgency.

## 15. ADDRESSES FOR NOTICES

15.1 The Parties choose the following addresses for purposes of giving and receiving of any legal notices and the serving of any legal process:

COROBRIK: 1 Dick Kemp Street, Meadowdale, Edevale, Johannesburg.

SUPPLIER: The address that appears on the PO.

## 16. CONSEQUENTIAL DAMAGES

Neither Party will be responsible under any circumstances for or held liable for consequential damages, indirect

damages, loss of work, loss of profit, and/or business interruption however same may be caused.

## 17. SUB-CONTRACTING, CESSION AND DELEGATION

- 17.1 SUPPLIER will not subcontract the Work in whole or in part, to any third party without first declaring to COROBRIK its intention to take such action and without obtaining the prior written consent of COROBRIK.
- 17.2 SUPPLIER will not cede, delegate or assign any of its rights and/or obligations in terms of the Agreement in whole or in part to any third party without first declaring to COROBRIK and obtaining COROBRIK's prior written approval.

## 18. GENERAL

- 18.1 The Agreement constitutes the sole and entire record of the agreement between the Parties with regard to the supply of the Work.
- 18.2 No variation of this Agreement will be of any force or effect except as may be specifically agreed to in a subsequent writing executed with the same formalities as this Agreement.
- 18.3 The provisions of the United Nations Convention for the International Sale of Goods shall not apply to the supply of Work.

## 19. FORCE MAJEURE

- 19.1 If a Party ("Affected Party") is prevented from carrying out any of its obligations in terms of the Agreement as a result of Force Majeure, to the extent and for so long as the Affected Party is prevented from performing in terms of the Agreement, the Agreement will be suspended.
- 19.2 As soon as the Affected Party becomes aware that a Force Majeure event is likely to occur or has occurred, it will immediately notify the other Party in writing setting out in detail the extent and duration of the Force Majeure event or required suspension period. The Affected Party will immediately notify the other Party as soon as the Force Majeure event ceases. The Affected Party shall then be excused from performance of its obligations to the extent that it is unable to perform those obligations as a result of Force Majeure and neither Party shall be entitled to terminate the Agreement other than in accordance with clause 11 of the Agreement and/or claim damages, penalties or other compensation from the Affected Party as a result of such Party's failure to perform.
- 19.3 Each Party shall then take reasonable steps to prevent, limit and minimise the effects of the Force Majeure on the performance of its obligations under the Agreement. The applicability of this clause 19 shall to the extent possible be directed towards the performance of all obligations of the Affected Party under the Agreement for the period of the Agreement.
- 19.4 Where the Force Majeure event continues for an uninterrupted period of 3 months, either Party may terminate the Agreement on 10 days written notice.
- 19.5 Neither Party shall be obliged to counter-perform any obligation where performance of the Affected Party has not taken place due to Force Majeure.

## 20. SUSPENSION OF WORK

- 20.1 COROBRIK will be entitled to suspend the Work with prior written notice for a period specified by COROBRIK ("Suspension of Work").
- 20.2 SUPPLIER will upon receiving COROBRIK's notice of Suspension of Work promptly suspend the Work or any part thereof, to the extent specified by COROBRIK, and will for the duration of such suspension properly maintain, care for, and protect the materials, supplies, consumables and equipment required to execute the Work. SUPPLIER will also use its best efforts to utilise its material, labour, consumables and equipment in such a manner as to mitigate costs associated with the Suspension of Work.
- 20.3 If compliance with the notice of Suspension of Work will affect the Price or the Due Date(s), SUPPLIER will furnish to COROBRIK in writing the potential detailed cost and effect on the Scope of Work and the Price.
- 20.4 If the period of Suspension of Work exceeds an interrupted period of 180 (one hundred and eighty) days or an uninterrupted period of 90 (ninety) days, either Party will have the right (subject to the other provisions of this Agreement) to terminate this Agreement and/or relevant PO.
- 20.5 In the event that the notice of Suspension of Work is issued due to SUPPLIER's act, omission or breach of Agreement and/or relevant PO, SUPPLIER may not claim any compensation.

## SCHEDULE: TERMINOLOGY

**Ancillary Material:** All manuals, reports, analyses, documents, designs, drawings, solutions, specifications and data prepared or supplied by the SUPPLIER incidental to the Work to COROBRIK.

**Dynamic Discounting:** A mechanism which facilitates accelerated payments on approved invoices within discount rates as mutually agreed by the Parties from time to time.

**Early Payment Date:** A new payment date requested by SUPPLIER as per the COROBRIK Dynamic Discounting process and rules.

**Force Majeure:** Is an event that is not within the Affected Party's reasonable control or which could not reasonably have been foreseen at the time the Agreement came into effect, or if foreseen, could not reasonably have been avoided including acts of God, plague or other serious epidemic, war whether declared or not, hostile act of foreign enemy, revolution, riots, strikes or other protestor action which are part of or directly related to any more widespread or general strikes or other industrial action, civil or military insurrection, act of terrorism, sabotage, radiation or chemical contamination, ionising radiation, political disturbances, natural disasters such as earthquakes, fires, floods and storms, acts or omissions by governments (central, federal, regional, provincial, local), municipal and state organs or public authorities, terrorism or sabotage, denial of the use of railway or other means of public transport.

**Government:** A government entity or department, agency, authority or instrumentality thereof of any level (federal, state, regional, county or municipal); an organisation authorised by the local government to perform government functions; and/or, an entity owned or controlled by such bodies.

**Intellectual Property:** All products of human intellect and shall include, without limitation, that which is contained or described in any trade-marks, service marks, trade names, domain names, logos, get-up, patents, provisional patents, innovation patents, petty patents, inventions (whether patentable or not), know-how, (including formulations, processes, technical information, confidential industrial and commercial information and techniques in any form), utility models, designs, copyrights, semi-conductor topographies, databases, any new or existing compilation of any data or information not covered under any existing copyrights, as well as any confidential information relating to that subject matter.

**Location(s):** The place, sites or premises where SUPPLIER will supply the Work (or part thereof) as stipulated in the PO and/or Scope of Work or if omitted from the PO and/or Scope of Work, the place, sites or premises as will be notified by COROBRIK.

**Price:** With regard to local orders, the contract price set out in the relevant PO which will be fixed and firm, and for all import orders, unless otherwise stipulated in the PO, will be adjusted by COROBRIK taking into account the presiding exchange rate as at date of shipment.

**Purchase Order(s) or PO's:** Any separate contract document(s) issued by COROBRIK indicating the nature / details of the transaction.

**Sales Tax:** Any tax imposed by any Government, taxing or other authority on transactions such as the sale of goods and the performance of services, including importation, commonly referred to, for example, as value added tax, goods and services tax or general sales tax or any other similar taxes.

**Scope of Work:** The scope of the Work as described in the relevant PO.

**SHE Requirements:** Any specific requirements, as may be specified by COROBRIK in relation to performing the Work, from time to time, including specific requirements in relation to safety, health, environment, security, emergency response and incident management. It includes relevant site access, security and other COROBRIK's Safety, Health and Environmental ("SHE") procedures / requirements/ standards to the extent that Work is performed at a Location which is governed as a COROBRIK site.

**SUPPLIER's Contractors:** Any agents, representatives, suppliers, advisors, contractors or sub-contractors contracted with the SUPPLIER to supply the Work.

**Work:** The services, deliverables and/or goods/materials supplied by SUPPLIER strictly in accordance with the specifications as set out in the relevant PO.