



CONDITIONS FOR THE SUPPLY OF GOODS

All RWC PO's will be issued based on the following conditions:

1. DEFINITIONS

In this Agreement, unless a contrary intention clearly appears:

- 1.1 "Contract" means the contract referred to in the Purchase Order together with all annexures thereto, by which the parties, by the signing of this Agreement, confirm that they are *au fait* with;
- 1.2 "Delivery Instructions" mean the delivery instructions as set out in the Purchase Order;
- 1.3 "Goods" mean the material/s and/or goods as described in the Purchase Order to be supplied by the Supplier to Ruwacón in terms of this Agreement;
- 1.4 "Parties" means Ruwacón and the Supplier;
- 1.5 "Purchase Order" means the Purchase Order to which these conditions form an annexure which, read together with any annexures thereto and with the Contract, forms the basis of the agreement between the Supplier and Ruwacón;
- 1.6 "Ruwacón" means Ruwacón (Proprietary) Limited Registration number 2003/017933/07;
- 1.7 "This Agreement" means the Purchase Order read with all annexures thereto and with the Contract;
- 1.8 "Time for Delivery" means the time allowed for delivery of the goods as set out in the Purchase Order and in the Contract;
- 1.9 "Site" and "Delivery Address" means the place where the goods are to be delivered provided for in the Contract and as set out in the Purchase Order;
- 1.10 "Specifications" means the specifications laid down in the Purchase Order and in the Contract for the quantities, details of, manner of delivery and/or finished details, quality and standard of the goods;
- 1.11 "Supplier" means supplier whose particulars appear in the Purchase Order;
- 1.12 "Works" means the works to be executed in terms of the Contract.

2. OBLIGATION OF SUPPLIER

The Supplier shall, within the Time for Delivery, to the Delivery Address, supply the Goods of the quantity and quality conforming with the Specifications required to execute the Works.

3. CONFORMITY WITH ORDER

Goods shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/. Or the specification stipulated in the Order, without the prior consent of Ruwacon. The Supplier warrants that the Goods shall be fit for the purposes and of satisfactory quality.

4. DELIVERY AND TITLE

Proof of Delivery (POD) must be obtained for all deliveries.

POD will only be acceptable for Ruwacon unless the Delivery note has been stamped with the official Ruwacon stamp and signed off by the Ruwacon site representative.

No deliveries after hours will be accepted or paid for unless pre-arranged with the site.

No goods may be dropped off outside Ruwacon premises or left with security.

The delivery dates and address are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.

The Supplier will not be excused delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Ruwacon in writing on becoming aware of such circumstances. Ruwacon may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Ruwacon's absolute opinion, significant.

Title to the Goods and risk of loss or damage to Goods shall pass to Ruwacon on delivery.

5. PRICE

Prices specified in an Order cannot be increased.

Payment for the Goods shall be made by Ruwacon against an original Tax Invoice and month-end statement from the Supplier, undisputed Tax Invoices and supporting documentation.

Tax Invoices plus supporting documentation shall be posted/ e-mailed to the address shown in the Order.

6. RISK IN THE GOODS

The risk in the goods shall remain with the Supplier and shall only pass to Ruwacon on completion of delivery thereof to the Site and with obtaining a Ruwacon stamped and signed Proof of Delivery (POD).

7. DEFECTS

7.1 Ruwacon shall notify the Supplier in writing of any defects of the goods and within five (5) days of such notification, or such extended period as may be agreed to by Ruwacon, the Supplier shall, at his own expense, make good the defects to the satisfaction of Ruwacon.

7.2 If Ruwacon is then still not satisfied with the goods (either with regards to the quantity or quality thereof) it shall notify the Supplier to that effect, whereupon the sale of the goods shall lapse and the Supplier shall be entitled and obliged to remove the goods from the site and refund of the purchase price.

7.3 The supplier warrants and guarantees that the goods are of good quality and free of any defects regarding the materials used in the manufacture thereof and regarding workmanship. Therefore, notwithstanding the fact that Ruwacon may not have given the notice provided for in clause 4.1, nor returned the goods in terms of the provisions of clause 4.2, the Supplier

shall, for a period of two (2) years after delivery, remain liable to make good any defects in the goods and the Supplier shall also remain liable for any damages, including consequential damages, suffered by Ruwacon as a result of the goods being defective.

8. PAYMENT

Payment shall be made on the terms stated in the Purchase Order, as agreed between the supplier and Ruwacon.

Ruwacon shall arrange for payment of such Tax Invoices and any pre-authorized additional expenses incurred, provided that the authorized expenses are supported by acceptable documentary proof of expenditure incurred (where this is available). Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

9. AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Goods supplied for the duration of the warranty period, from delivery of any particular item of the Goods and if requested by Ruwacon shall make these parts available to a third party maintainer of Ruwacon's choice at the same price as if the parts had been supplied to Ruwacon. The Supplier undertakes to provide a maintenance service for Goods, should Ruwacon so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Goods at a level to be agreed with Ruwacon.

10. CANCELLATION

If the Supplier commits a breach of this Agreement and fails to remedy such breach within five (5) days of written notice requiring the breach to be remedied, then Ruwacon will be entitled, at its option, either to cancel this Agreement and claim damages or alternatively to claim specific performance of all the Supplier's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

11. WHOLE AGREEMENT

This Agreement constitutes the whole of the agreement between the parties relating to the subject matter thereof, and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect, unless reduced to writing and signed by the parties, provided that, should the conditions contained in this Agreement be more onerous than those which are contained in the Contract, the provisions of the Contract will prevail. The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.

12. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. NOTICES AND DOMICILIA

The parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the addresses as set out in the Purchase Order or such other address

or telefax number as may be substituted by notice given as required. Each of the parties will be entitled from time to time to vary its *domicilium* by written notice to the other to any other address within the Republic of South Africa which is not a post office box or poste restante.