

## STANDARD TERMS AND CONDITIONS OF CONTRACT AND SALE.

Any contract or sale entered into between Mitsubishi Chemical Advanced Materials South Africa (Pty) Ltd. (hereinafter referred to as "the Company") and one of its customers (hereinafter referred to as "the Customer") shall be subject to the terms and conditions set out hereafter.

1. Each and every term of a quotation given by the Company shall, unless otherwise stated in writing, only be valid for a period of 30 days from the date of the relevant quotation and shall thereafter be subject to withdrawal and/or alteration by the Company.
2. Any quotation by the Company may be accepted only in accordance with the terms and conditions set forth in that quotation and the terms and conditions set forth herein. No condition stated by the Customer in accepting or acknowledging the quotation shall be binding upon the Company in conflict with, inconsistent with or in addition to the terms and conditions of the relevant quotation and the terms and conditions set forth herein and all such conflicting, inconsistent and additional terms and conditions are hereby expressly rejected. Such conflicting, inconsistent or additional terms shall only be binding upon the Company if they are accepted in writing by the Company and signed for and on behalf of the Company by an employee of the Company who has the actual authority to do so on behalf of the Company.
3. The quotation is based upon all materials being delivered and the work being executed by the Company's workmen at one time unless otherwise stated. Should for any reason whatsoever separate deliveries be required or more than one visit of workmen necessitated, then the Customer will be liable for payment of the extra charge in that connection.
4. Where the Company's work follows that of other outside contractors or other outside workmen, it is a condition of the relevant contract that such other contractors or workmen leave their work and environment clean and ready to receive the Company's work in accordance with the Company's requirements, failing which the Company shall be entitled to refuse to commence operations until compliance by other contractors and the Company shall not be bound by any agreed date of completion. The surface requirements for the various works carried out by the Company vary according to whether the Company follows on to steel, concrete or lined surfaces but in any event it is essential that all surfaces are clean, dry and free and from oil and that the structures on which work is to be carried out are watertight. Specifications for surface finishes are available on request but the Company is not responsible should the surface finish not comply with its requirements. Costs of any alteration, delays and/or any penalties related to an inadequate surface finish are not the responsibility of the Company.
5. Materials will be delivered and the work executed with all possible expedition but no responsibility will be accepted by the Company for delays due to strikes, lockout, civil commotion, fires, accident, breakdown of machinery, weather conditions or other causes over which the Company has no control and whether caused by negligence or otherwise.
6. The Company will not be liable for payment of any penalties due to defective and/or late performance in respect of any particular contract unless such penalties have been provided for in writing and signed for and on behalf of the Company by an employee of the Company who has the actual authority to do so on behalf of the Company. In any event if any particular delivery is late and nevertheless does not interfere with plant start-up then the Company will not be liable to pay any penalties as a result of such late delivery.  
In addition, if the late performance is as a result of any factors outside the direct control of the Company then the Company will not be liable for payment of such penalties. In addition, the Company shall not be liable for any consequential damages or penalties at all as a result of inter alia late delivery or nonperformance in terms of any particular contract whether caused by negligence or otherwise.
7. Drawings, sketches, designs, photographs and other descriptive matter are not normally incorporated in the contract unless specifically stated by the Company and shall be deemed to be for purposes of description only and shall not form part of the contract as to detail.
8. Masses and dimensions are given as accurately as circumstances permit but are not to be taken as conclusive and exact.
9. The Customer or main contractor shall provide on-site and free of charge the necessary water, electric power, lighting and other services unless otherwise agreed to in writing and signed for and on behalf of the Company by an employee of the Company who has the actual authority to do so on behalf of the Company.
10. The Customer or main contractor shall at no cost to the Company be responsible, where necessary, for the provision of protective covering or sheeting against adverse weather conditions during the execution of the Company's work unless otherwise agreed to in writing and signed for and on behalf of the Company by an employee of the Company who has the actual authority to do so on behalf of the Company. In the event of the Company's work being delayed or completed work being damaged due to adequate weather protection, any waiting time or repairs which might have to be incurred shall be chargeable to and payable by the Customer.
11. Terms of payment for contract work are strictly nett cash unless otherwise agreed to in writing by the Company and signed for and on behalf of the Company by an employee of the Company who has the actual authority to do so on behalf of the Company. Trade debtors who have active accounts with the Company are obliged to pay for all purchases within 30 days of the date of statement relating thereto. The Company does not offer a settlement discount.
12. The Customer is at no stage entitled to a discount on products purchased or services rendered unless specifically agreed to in writing by the Company and signed for and on behalf of the Company by an employee of the Company who has the actual authority to do so on behalf of the Company.
13. Should any retention monies be required on any particular contract then the Company may, at its discretion, require that a bank guarantee in lieu of retention be accepted.

14. Should a portion of an account become overdue for payment then the whole of the amount outstanding in respect of that account shall immediately and without notice to the Customer become due and payable. Penalty interest at the rate of prime overdraft rate plus 2% per annum will be charged on all amounts owing and not paid within the period specified in clause 11 above.
15. Ownership of goods purchased from the Company shall remain vested in the Company until payment therefore has been made in full.
16. Unless otherwise agreed to in writing and signed for and on behalf of the Company by an employee who has the actual authority to do so on behalf of the Company all prices quoted are nett Ex Works.
17. Unless otherwise agreed to in writing and signed for and on behalf of the Company by an employee who has the actual authority to do so on behalf of the Company prices quoted shall exclude V.A.T., I.E. Value Added Tax. If applicable the V.A.T. amount shall be invoiced separately.
18. Prices quoted are based on the materials and/or designs stated in the relevant quotation. Should there be any variation in respect of the materials and/or designs stated in the relevant quotation for whatsoever reason, then the contract price will be adjusted accordingly and the Customer must accept this and/or the Customer will be held liable for the difference in price.
19. All prices quoted are based on the then current cost of material, labour charges, cost of carriage, insurance charges etc. and any increases in those factors shall entitle the Company to increase the relevant prices or inputs accordingly in the event of such increases coming into effect subsequent to the dates of quotation but before delivery (in the case of material) or completion of the work (in the case of workmanship.)
20. Quoted prices in respect of items which are being imported by or on behalf of the Company are based on the prices obtained by the Company at that time from its principals and on the then currently ruling rates of exchange, insurance, shipping freight, customs tariffs, import duties and import surcharges etc. In the event of there being any changes whatsoever in the foregoing at any stage prior to the relevant items being delivered to the relevant delivery destination, then the Company shall be entitled to amend the quoted price accordingly and the Customer agrees to be liable for payment of the amended price.
21. Escalation in respect of locally produced products will be in accordance with standard and relevant SEIFSA formulae and indices applicable from base date of the specific quotation and the Customer agrees to pay for locally produced items on that basis.
22. The Company hereby warrants that any defects in materials or workmanship established to its satisfaction within six months of completion of the work will be made good or be replaced or, at its option, the nett cost refunded. Save as aforesaid no responsibility will be accepted for such defects and no claims for consequential damage or the cost of their repairs, loss of production and/or loss of profits shall be made or allowed. This warranty shall not extend to render the Company liable in respect of any claim for injury, loss or damage caused to any person or property by or arising out of the use of the Company's products, manufactured items, construction or linings. In any event the company does not warrant that any particular goods and/or products purchased by any Customer will be fit for the purpose that the relevant Customer intends using the relevant items and/or goods and/or works for, and in this connection the Company shall not be bound by or be liable in respect of any warranties and/or representations of any nature whatsoever whether oral or in writing made by or on behalf of the Company unless such warranties and/or representations are in writing and signed for and on behalf of the Company by an employee of the Company who has the actual authority to do so on behalf of the Company.  
All quotations and specifications are based on information supplied by the Customer or main contractor, which information must completely and fully describe the operating conditions anticipated and the Company warranty will cease to apply if the information is incomplete or incorrect or if there is any change in operating conditions or misuse of the manufactured article, lining or construction in any shape or form at any time.  
Any complaints whatsoever by the customer in respect of any goods purchased or any work carried out, must be lodged in writing with the Company within fourteen days of complaint arising. If the complaint is not lodged in writing to the Company in this designated time period then the Customer shall be deemed to have waived the right to raise any complaint in respect of such goods.
23. Quoted prices and/or warranties and/or representations are based on the Company's in-house inspection standards only. In the event of different inspection levels or standards being required then the Company will only be bound by such inspection levels or standards in the event of it agreeing to them in writing at the time of submission of the quotation and signed for and on behalf of the Company by someone who has the actual authority to do so on behalf of the Company.
24. All investigations carried out by the Company will be for the account of the Customer if the defect being investigated by the Company is not due to the Company's fault.
25. Ownership in respect of any tooling including dies, jigs, fixtures, moulds, patterns etc. used in the process of manufacturing the purchased goods shall remain vested in the Company.
26. Orders placed on the Company will not be subject to cancellation once they have been accepted by the Company.