

GENERAL TERMS AND CONDITIONS OF SALE FOR SASOL SOUTH AFRICA (PTY) LTD

1. FORMATION OF SALE

- 1.1 The Buyer must complete the Seller's business application prior to the Seller accepting any orders from the Buyer.
- 1.2 The Buyer's order for the products and/or services ("Goods" or "Services") will be made in writing, via e-mail or telefax, to the address/ number nominated by the Seller. Orders will constitute offers to purchase the Goods or Services at the prices or fees stipulated by the Seller in clause 2.1. The Goods or Services will be sold in accordance with the Seller's specification and quality standards in respect of the Goods or Services.
- 1.3 The Seller will not accept verbal orders.
- 1.4 The Seller's written acceptance, via e-mail or telefax, of the Buyer's order; or the Seller's dispatch of the Goods or the Seller's performance of the Services, if the Seller has not sent the Buyer such written acceptance, is a formal acceptance of the Buyer's order.
- 1.5 The Buyer's order and the Seller's acceptance of it together constitute the sale of Goods or Services.
- 1.6 Notwithstanding anything to the contrary that may be contained in the Buyer's order, these terms and conditions of sale will constitute the terms and conditions governing the sale of Goods and/or Services.

2. PRICE / PAYMENT

- 2.1 Unless the Seller has agreed the selling price of the Goods or the fees for the Services with the Buyer in writing, the price of the Goods or Services will be the Seller's current price or current fees, as set out in its list price schedule ("LPS") where applicable or agreed price on the date that the Goods are delivered or the Services are rendered. The LPS or agreed price will include the applicable Incoterm® 2010 (as amended from time to time) in respect of Goods. All prices quoted are exclusive of Value Added Tax.
- 2.2 The Seller will be entitled to draw up a separate invoice for each delivery of Goods that it makes to the Buyer or for each instance of the performance of Services.
- 2.3 The Seller, at its discretion, may issue monthly billing statements in lieu of separate delivery invoices.
- 2.4 The granting of terms of payment will be at the discretion of the Seller, as advised in writing. The terms of payment granted by the Seller will be from date of invoice or statement.
- 2.5 Payments by electronic transfer and letter of credit are the only accepted means of payment.

- 2.6 These payments will only be deemed to be received on notification that the wire transfer, or letter of credit has been honoured by the Buyer's bank. Until the Seller receives such notification of payment, risk remains with the Buyer.
- 2.7 The date of payment by the Buyer will be the date on which the Seller receives the payment electronically at the bank account detailed on the Seller's invoice.
- 2.8 The Seller may appropriate all payments made by the Buyer to such invoices or accounts, capital, interest, costs or any other item of indebtedness of the Buyer to the Seller, as it may in its discretion decide, notwithstanding any attempt by the Buyer to make any allocation in respect of such payment.
- 2.9 Should any amount not be paid by the Buyer on its due date, then all amounts in respect of all purchases will become due, owing and payable irrespective of the dates when the Goods were purchased or the Services were rendered. The Buyer will be liable to pay compound interest in respect of such amounts unpaid as at the due date at a rate of prime interest charged by ABSA Bank Limited plus 3% per annum, compounded monthly, which will be levied on the unpaid amount from due date until date of payment. Furthermore, in the event of the Buyer failing to pay any amount due on the due date, the Seller may suspend or cease performance of any of its obligations to the Buyer and will not be liable for any loss or damage that may be suffered by the Buyer as a result thereof.
- 2.10 Any amounts owing to the Seller by the Purchaser at any time, the fact that it is due and payable, the rate of interest payable thereon and the date from which interest is calculated, will be proven by a certificate under the signature of any of the credit managers or financial managers of the Seller. It will not be necessary to prove the appointment of the person signing any such certificate. Such certificate will be binding upon the Purchaser and be *prima facie* proof of the facts stated in the certificate. The certificate will be deemed to be a liquid document for the purpose of obtaining any judgment or order against the Purchaser.
- 2.11 To the extent that the provisions of the Consumer Protection Act No 68 of 2008 ("CPA") are applicable to this agreement, the LPS or agreed price and specifications that the Seller distributes from time to time serve as information only and do not constitute an offer to sell the Goods or Services at a particular price or fee.
- 2.12 In the event of the Seller and the Buyer agreeing to payment terms other than cash before delivery, the Seller reserves the right to make such enquiries, from time to time, as it may deem necessary, to confirm the continuing financial status of the Buyer or any third party providing finance or security for the Buyer's payment obligations to the Seller. The Buyer will co-operate with the Seller and/or procure the co-operation of any third

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party for this purpose. The Seller will be under no obligation to supply the Goods or render the Services until it is satisfied with the Buyer's and/or the third party's ability to pay. Notwithstanding the Seller's satisfaction in this regard and the use of a third party's name in any documentation relating to the Buyer's order, the Buyer will in all instances remain liable for payment of the Goods.

- 2.13 Should the Buyer fail to dispute any entry on the Seller's monthly account within 30 (thirty) days of the date of such account, the entries shall be accepted as correct and constitute conclusive proof of any such entry.
- 2.14 The Buyer hereby cedes all the book-debts and/or other claims due to him to the Seller as security for the due and proper fulfilment of the Buyer's obligations towards the Seller arising from whatsoever cause with regard to any amount already due and payable or which may become due and payable in the future. This cession is not limited to but includes any amount due to the Buyer arising from the sale of any Goods.

3. DELIVERY AND OWNERSHIP

- 3.1 The terms of delivery of the Goods will be specified by the applicable Incoterm® 2010 (as amended from time to time), as set out in clause 2.1.
- 3.2 Whilst the Seller will endeavour to deliver the Goods or perform the Services on the dates that the Buyer specifies, the Seller will not be liable for any damages that the Buyer may suffer as a result of the failure by the Seller or its agent to deliver the Goods or perform the Services timeously for any reason.
- 3.3 The Buyer warrants that the signatory to any documentation associated with the sale of Goods by the Seller or its transport agent or the performance of the Services made out in the name of the Buyer is duly authorised to bind the Buyer in relation to the sale or the performance of the Service and will also constitute prima facie proof of the proper delivery of the goods to the Buyer or performance of the Services.
- 3.4 Should the Buyer fail to issue a notice in terms of clause 5.1, the Seller's determination of the quantity of the Goods delivered to the Buyer shall be deemed as correct.
- 3.5 Ownership of the Goods sold shall pass to the Buyer simultaneously with the passing of risk in terms of the applicable Incoterm® determined in clause 2.1, unless otherwise agreed in writing.

4. WARRANTY

- 4.1 The Buyer warrants that it has complied with all statutory requirements and is in possession of all the necessary permits, authorizations or any other official documents required for the purchase of the Goods or

Services. The Buyer indemnifies and holds the Seller harmless from any loss or damage, direct or consequential, caused by or arising from a breach of the warranty contained in this clause.

- 4.2 The Buyer warrants that it has been adequately warned by Seller of the risks associated with handling, using, transporting, storing, and disposing of the Goods, including, without limitation, those set forth in Seller's Safety Data Sheets for Product, and that Buyer is familiar with the Goods. The Buyer acknowledges its separate and independent knowledge of such risks, which are known in Buyer's industry. Buyer will maintain compliance with all safety and health related governmental requirements concerning the Goods or Services and will take all reasonable and practical steps to inform, warn, and familiarize its employees, agents, contractors, and customers with all hazards associated with the Goods or Services, including handling, shipment, storage, use, and disposal in respect of the Goods..
- 4.3 **The Seller warrants that the Goods or Services will comply with the Seller's specification for the Goods or Services, but the Seller does not give any warranties in respect of the Goods or Services, including any warranties as to their merchantability or fitness for any purpose. All other warranties or conditions as to quality, description (statutory or otherwise) are specifically excluded, unless the provisions of the CPA take precedence.**
- 4.4 The Seller will not be liable for breach of the warranty set out in clause 4.3 where the defects of the Goods have been caused by or the quality of the Goods or Services has been affected by the negligence or fault of the Buyer, the Buyer's employees or any third parties.
- 4.5 The Buyer accepts that the Seller's determination, unless proven to be erroneous, will be accepted as conclusive evidence of the quality of the Goods or Services delivered.
- 4.6 **The liability of the Seller for breach of the warranty in clause 4.3 (or for any other claim based on any defect in Goods or Services that the Seller supplies to the Buyer) will under no circumstances exceed the limits set out in clause 7.**
- 4.7 The Buyer warrants that it will comply with all (and not contravene any) export control and sanctions laws and regulations including of the USA, the UK, the EU as well as UN resolutions regarding the export, distribution, sale, transfer and/or re-export and end use of certain goods and services to certain countries and/or certain persons or entities as referred to in the aforesaid sanctions laws and regulations. The Buyer will require its customers to comply with these export control and sanctions laws and regulations.
- 4.8 The Buyer warrants that it is familiar with all applicable anti-bribery and anti-corruption legislation, including the US Foreign Corrupt Practices Act, and the UK Bribery Act and that it will comply with anti-bribery legislation.

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5. COMPLAINTS

- 5.1 The Seller will investigate the Buyer's complaints in respect of the Goods or Services concerning the specification, quantity, quality, price, package failure or short delivery of Goods, which are lodged in writing to the Seller within 14 (fourteen) days of delivery of the Goods or performance of the Services to the Buyer. Such notifications will on their own, not constitute proof of the defect complained of and the Buyer will bear the onus of proof.
- 5.2 The Seller will consider the Buyer's complaint as submitted in terms of clause 5.1 and will reply to the complaint as soon as reasonably possible.
- 5.3 If any dispute or complaint should arise between the Seller and the Buyer about any aspect of the Buyer's account with the Seller or any aspect of the agreement, the Buyer will not be entitled to withhold any payments due and must continue to pay all amounts due to the Seller. The Seller will be entitled to recover and accept these payments.
- 5.4 The acceptance of the payments by the Seller will be without prejudice and will not in any manner whatsoever affect any other rights the Seller may have against the Buyer.

6. INDEMNITY

Buyer will indemnify, hold harmless, and, at the Seller's option, defend the Seller, and its employees and agents, from all claims for loss, cost, or damages (including reasonable attorneys' fees), that may be made, by any person or entity, (including the Buyer and its employees and agents, and any third party) arising from any matter relating to (a) any breach or misrepresentation by the Buyer under this sale of Goods or Services, (b) Goods or Services that conform to the specifications established hereunder, or (c) the operation or conduct of the Buyer's business; provided, however, that Buyer's liabilities hereunder will be proportionately reduced to the extent finally determined by a court to have been caused by the Seller's negligence. The Buyer's obligations will not be limited by applicable workers' compensation laws, and will survive the fulfillment of this sale of Goods or Services.

7. LIMITATION OF LIABILITY

- 7.1 **Except only for warranties that may be implied in terms of the CPA (if applicable), the Seller does not give any warranties in respect of the Goods, their use, and all warranties implied by law are, where possible, expressly excluded. The Buyer waives any claim for loss, damage or liability which it might have against the Seller arising from, but not limited to, claims based on the Goods or Services not being suitable for the Buyer's purposes.**

- 7.2 **Except only as may be prescribed by the CPA (if applicable), notwithstanding anything contained herein or elsewhere, the Seller will not be liable, whether in contract or in delict, for any consequential loss such as, but not limited to loss of profit, loss of production and loss of market share. In all instances the Seller's liability will be limited to the replacement of the Goods concerned or a re-performance of the Services concerned at no cost to the Buyer, or reimbursement of the purchase price or service fee, in the Seller's discretion.**

- 7.3 **The Buyer indemnifies and holds the Seller harmless against any claims from end users of the Goods or Services. To this end the Buyer warrants that it is/will be adequately insured against such claims.**

8. FORCE MAJEURE

- 8.1 Neither party will be liable to the other for failure or delay in performance to the extent that such failure or delay is due to any circumstances reasonably beyond the control of the affected party ("force majeure") which interfere with the production or transportation of the Goods or performance of the Services or with the supply of any raw material or energy source used in connection therewith, or interfere with Buyer's ability to take delivery of such Goods or receive the performance of the Services, provided that in no event will Buyer be relieved of the obligation to pay in full for Goods delivered or Services performed. Without limitation on the foregoing, neither party will be required to remove any cause listed above or replace the affected source of supply or facility if it will involve additional expense or departure from its normal practices.
- 8.2 The Seller has the right to suspend the delivery of all or any Goods or the performance of any of the Services to the extent and for as long as such delay is caused by force majeure, including, but not limited to, sanctions, rebellion, strikes, breakdown of machinery, civil commotion or unrest, inadequate supply of means of transport, of labor or raw material; floods, storms, official or unofficial boycotts or acts of State.
- 8.3 The Seller further has the right, if any of the circumstances mentioned in clause 8.2 persist for a period of 30 (thirty) days or longer, by written notice to the Buyer, to forthwith cancel the sale in respect of those Goods not delivered or Services not performed as at the date of cancellation. The Seller will not be liable for any losses or damages that the Buyer may suffer as a result of such suspension, cancellation or non-supply, but the Buyer will remain liable for the value of Goods delivered or Services rendered by the Seller up to the date of such suspension, cancellation or non-supply.

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9. INTELLECTUAL PROPERTY

9.1 Except as otherwise agreed in writing, the proprietary interests of all intellectual property in relation to the Goods or Services will remain vested in the Seller and no part of this agreement will be construed as vesting in the Buyer any right, title or interest to such intellectual property.

9.2 If the Buyer uses the Goods or the Services or sells the Goods in such a manner as to infringe any patent or other rights of any third party, the Seller will not be responsible for such infringement nor for any alleged infringement arising from the Buyer's action in relation to the Goods or Services and the Buyer hereby indemnifies the Seller from and against all such liability including legal costs (on the attorney and own client scale) arising therefrom.

9.3 Except as permitted by express prior consent in writing by the Seller, the Buyer will not use or cause or allow to be used by any other person or entity over which it exercises control directly or indirectly ("Controlled Entity"), any trademark or trade name owned or used by the Seller or any entity in the Sasol group of companies (the "Sasol Trademarks"), whether directly or indirectly, in advertisements or as part of a Controlled Entity's name or in any manner whatsoever.

10. ADDRESS FOR LEGAL NOTICES AND CORRESPONDENCE

10.1 The Buyer chooses the address set out in the Seller's business application, which must be completed in terms of clause 1.1, to receive all legal notices and correspondence for all purposes.

10.2 The Seller chooses the following address (as its *domicilium citandi et executandi*) to receive all legal notices and correspondence for all purposes:

Seller: Sasol South Africa Proprietary Limited

Physical Address: Sasol Place, 50 Katherine Street Sandton, 2196, South Africa
Attention: Senior Credit Manager

10.3 Either party may change its chosen address, as set out above by written notice delivered by hand or sent by registered post to the other party. Any notice addressed and sent by prepaid registered post to either party's *domicilium citandi et executandi* will be presumed (unless proven otherwise) to have been given and received on the 10th (tenth) working day after the date of posting, or, if delivered by hand, on the date of delivery.

11. BREACH

11.1 In the event that any party commits a breach ("defaulting party") of any term or condition of the agreement and fails to remedy such breach within 14

(fourteen) days of receipt of a written notice to that effect from the other party ("non-defaulting party") then and in such event the non-defaulting party will be entitled, without prejudice to any other rights which it may have in terms of this agreement or in law, to cancel the agreement and/or claim for specific performance and/or damages.

11.2 The parties agree that all the terms and conditions of this agreement are material.

12. DISPUTE RESOLUTION

12.1 Any dispute between Buyer and Seller which cannot be settled amicably within thirty (30) days of a written notice by one party to the other notifying it of the existence of a dispute and specifying the cause thereof, will be finally settled by a single arbitrator jointly selected by the parties. Such arbitration will be in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA"). Arbitration proceedings will be held in Sandton. Failing agreement by the parties, the arbitrator will be appointed by AFSA. Judgment upon the arbitral award may be entered in and enforced by a court of competent jurisdiction.

12.2 These provisions will not prevent either Party from approaching any court or other judicial forum in any country having appropriate jurisdiction to obtain interim relief in cases of urgency or any other order in aid of arbitration proceedings. Nothing herein contained will be construed as divesting the Purchaser of any right it may have to refer any dispute to any ombud, court, tribunal or other forum for dispute resolution as contemplated in the CPA (if applicable).

13. GOVERNING LAW AND JURISDICTION

This agreement is governed by and construed in accordance with the laws of the Republic of South Africa, excluding the application of any principles of conflict of laws that may direct the application of the laws of any other jurisdiction. In connection with matters relating to this agreement, the Buyer hereby consents to the jurisdiction of the Gauteng Local Division of the High Court.

14. CESSION AND ASSIGNMENT

14.1 The Buyer will not, without the written consent of the Seller, cede or assign this Agreement or any part of it. The Seller will, at any time, be entitled to cede, assign or transfer any of its rights and obligations to any of its affiliates.

15. ENTIRE AGREEMENT

15.1 This agreement contains all the provisions agreed on by the parties and the parties waive the right to rely on any alleged provision not contained in the agreement. No party will have the right to represent or make decisions on behalf of the other party.

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15.2 This agreement supersedes all previous agreements, negotiations and/or other arrangements.

15.3 Notwithstanding anything elsewhere contained, the parties agree that the Seller may from time to time notify the Buyer of new or amended General Terms of Sale that may apply to any sales to the Buyer as from a specified date. The parties further agree that a letter sent by the Seller to the Buyer's last known physical address or the publication of such new or amended General Terms of Sale on the Seller's website will be deemed to constitute sufficient notice to the Buyer of such new or amended General Terms of Sale. Should the Buyer purchase any Goods or Services from the Seller as from the date referred to above, such purchase shall be deemed to be an acceptance by the Buyer of such new or amended General Terms of Sale and same will apply to all further sales and will replace any prior General Terms of Sale that the Buyer may previously have traded with the Seller in terms of.

16 DISCLOSURE OF INFORMATION

16.1 The Buyer hereby consents and grants authority to the Seller to conduct credit checks, searches and the like with any credit agency or party which the Seller may at its discretion consider expedient or necessary, *inter alia*, for the purpose of ascertaining the creditworthiness of the Buyer or in order to trace the Buyer or any of its assets.

16.2 The Seller will be entitled to record any adverse credit reports with any agency or person. The Buyer consents that the application for an existence of any account with the Seller may be recorded by credit agencies and details of the conduct of the account may be given to and duly recorded by and shared with other persons for various purposes.

16.3 The Buyer acknowledges that the Seller will be obliged to disclose and divulge such information and documentation as required by law regarding the Buyer, its operations and the nature of its transactions with the Seller. Such disclosures will *inter alia* include the provisions of the Financial Intelligence Centre Act No 38 of 2001, Competition Act No 89 of 1998, Promotion of Access to Information Act No 4 of 2003 and other statutes from time to time.