

SUPPLIER TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The Company requires certain Goods and/or Services from the Supplier;
- 1.2. The Supplier agrees to supply such Goods and/or Services on the terms and conditions contained in this Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement the following words shall have the following meanings:
 - 2.1.1. **“Agreement”** means this Agreement together any and all annexures thereto, read together with any Letter of Appointment;
 - 2.1.2. **“Commencement Date”** means, in the absence of a date expressly specified in the Supplier Registration Form, the commencement of any services and/or provision of any goods;
 - 2.1.3. **“Company”** means whichever GladAfrica company from the Group that appoints the Supplier to provide Services and/or the Goods;
 - 2.1.4. **“Goods”** means any and all Goods ordered from the Supplier, by the Company and/or any Goods delivered to the Company by the Supplier;
 - 2.1.5. **“Group”** means the Company, its shareholders, affiliated companies and/or any other entity that contains a common beneficial shareholder and/or that shares common control with the Company, which shall include GladAfrica Consulting Engineers (Pty) Ltd (2007/024973/07), GladAfrica Group (Pty) Ltd (registration no. 2007/011940/07), GladAfrica Investments (Pty) Ltd (registration no. 2007/031149/07), GA Environment (Pty) Ltd (registration no. 2013/000961/07), and GladAfrica Project Managers (Pty) Ltd (registration no. 2005/024052/07), all duly incorporated and registered in accordance with the company laws of the Republic of South Africa;
 - 2.1.6. **“Parties”** means the Supplier and the Company and **“Party”** shall be construed accordingly;
 - 2.1.7. **“Quote”** means any quote delivered to the Company by the Supplier for the delivery of Goods and/or the provision of Services and which quote is accepted by the Company, in writing;
 - 2.1.8. **“Services”** means any and all Services ordered by the Company, from time to time, from the Supplier and/or provided by the Supplier to the Company, as may be set out in a Letter of Appointment;
 - 2.1.9. **“Supplier”** means the entity that will be providing the Services and/or the Goods to the Company and/or Group entity, as applicable, and is the entity on whose behalf this Agreement is signed; and

- 2.1.10. **“Supplier Registration Form”** means the registration form which the supplier must complete as confirmation from the Company that the Company may, as and when required, appoint the Supplier to render Services and/or supply Goods. Should there be any conflict between the registration form and any clause contained in this document, the clause contained in this document shall prevail only to the extent of the conflict and unless the contrary is specifically stated in the Supplier Registration Form;
- 2.1.11. **“Supplier Registration Documents”** means the supplier registration documents requested from the Supplier, by the Company.
- 2.2. In this Agreement and the recitals, unless clearly inconsistent with or otherwise indicated by the context (i) any reference to the singular includes the plural and vice versa; (ii) any reference to natural persons includes legal persons and vice versa; (iii) any reference to a gender includes the other genders; and (iv) references to any enactment shall include references to such enactment as it may, after the signature date, from time to time be amended, supplemented or re-enacted.
- 2.3. Where appropriate, meanings ascribed to defined words and expressions in this Agreement (including but not limited to clause 2.1 above), shall impose substantive obligations on the Parties.
- 2.4. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.5. No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted and/or introduced such provision.
- 2.6. The words "including", "include", "other", "in particular" or any similar term shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words.
- 2.7. Any communication to be made pursuant to or in connection with this Agreement (including any "notice", "demand", "Agreement ", "approval", "consent", "resolution" and "confirmation") shall be made by notice in writing and in the English language.
- 2.8. Save where otherwise specified, references to "writing" or "written" includes any non-transient means of representing or copying words legibly, including by facsimile or electronic mail.
- 2.9. References in this Agreement to any Party shall include, or be deemed to be references to, (as may be appropriate) its respective successors, personal representatives and permitted assignees or transferees.

3. APPLICATION

- 3.1. This Agreement shall apply to any and all Services provided and/or Goods delivered by the Supplier, to the Company and any other entity in the Group.

- 3.2. Should the Supplier have its own terms and conditions, whether printed on the invoice or otherwise, the Supplier agrees and acknowledges that such terms and conditions and/or any portion thereof are not acceptable to the Company in any way whatsoever. The payment of any invoices and/or the acceptance of any quote shall not be deemed acceptance of any other terms and conditions other than those set out herein.
- 3.3. The Supplier acknowledges and agrees that the Company appoints the Supplier on only the terms and conditions contained in this Agreement and any commencement of Services and/or delivery of Goods by the Supplier shall be deemed acceptance of the terms and conditions in this Agreement, regardless of whether this Agreement has been signed by the Supplier.
- 3.4. Should the Supplier fail and/or refuse to sign this agreement, acceptance of the appointment and/or commencement of services as set out in the Letter of Appointment shall be deemed an acknowledgement by the Supplier that it has read and understood the terms and conditions in this Agreement, and shall further be construed as acceptance of and agreement thereto.

4. SUPPLIER REGISTRATION DOCUMENTS

- 4.1. The appointment of the Supplier to provide any Goods and/or Services is subject to the Supplier completing and submitting the Company's supplier registration documents, to the satisfaction of the Company. Notwithstanding that the supplier registration documents may not have been delivered to the Company by the time the Goods are delivered and/or the Services have commenced, the provisions of this Agreement shall apply regardless.
- 4.2. The Company shall not be obliged to make payment to the Supplier for any Goods and/or Services provided until the Company has received the original and completed supplier registration documents as required above.

5. REMUNERATION

- 5.1. The remuneration payable to the Supplier for the Goods and/or Services shall be that which is set out in the Letter of Appointment.
- 5.2. The Supplier shall deliver an invoice to the Company, setting out at least the following information, before any payment becomes due and payable to the Supplier:
 - 5.2.1. the words "tax invoice" prominently stated;
 - 5.2.2. a serialised tax invoice number;
 - 5.2.3. date of invoice;
 - 5.2.4. the registered and trading (if applicable) names and address of the Supplier;
 - 5.2.5. the Supplier's VAT number (if registered as a VAT vendor);
 - 5.2.6. registered name and address of the Company;
 - 5.2.7. the Company's VAT number;
 - 5.2.8. detailed and accurate description of the Goods and/or Services provided which form the subject matter of the invoice;
 - 5.2.9. quantity or volume supplied, if applicable, for example: the hours of Services provided where the Services supplied are on a time-cost basis;
 - 5.2.10. unit price (excluding VAT);
 - 5.2.11. VAT charged; and
 - 5.2.12. total amount payable.

- 5.3. The Company shall not be obliged to make payment of any invoice unless it strictly complies with the requirements set out above.
- 5.4. Notwithstanding anything to the contrary contained in this Agreement, payment of any invoice received shall be made in accordance with the Company's applicable payment policies and procedures at the relevant time. At the time of signature of this Agreement, the Company's payment policy is that payment will be made 30 (thirty) days from receipt of the invoice from the Supplier (subject to compliance with this clause).
- 5.5. No payment will be made on any invoice unless the Supplier has delivered the Goods and/or Services to the Company's satisfaction.
- 5.6. The Supplier shall ensure that invoices are sent to the Company Representative's email address that the Supplier has been liaising with **as well as** to creditors@gladafrica.com. Should the Supplier omit to send the invoice to creditors@gladafrica.com then the invoice will be deemed to have not been received for the purpose of payment.

6. OBLIGATIONS

- 6.1. The Supplier agrees and undertakes that it shall:
 - 6.1.1. carry out the Services and/or deliver to the Goods in a professional, diligent, efficient and skilful manner;
 - 6.1.2. strictly comply with any and all laws including all occupational health and safety requirements;
 - 6.1.3. complete the Services or any portion thereof and/or deliver the Goods by no later than the dates set by the Company;
 - 6.1.4. regularly report to and inform the Company of progress made in relation to the provision and finalisation of the Services and/or the delivery of Goods and/or any portion thereof; and
 - 6.1.5. not, during the subsistence of this Agreement and for a period of 2 (two) years after termination thereof, solicit, entice and/or encourage any employee of the Company and/or any member of the Group, directly or indirectly, to leave the employ of the Company or the applicable Group member, without the written approval of the GCEO of the Group.
- 6.2. Should the Services and/or Goods be delivered by a third party the Supplier shall still be liable to the Company for performance in terms of this Agreement and it is the obligation of the Supplier to ensure that the third party complies with the terms and conditions of this Agreement. This clause shall be enforceable regardless of whether the Company has provided authorisation that a third party deliver such Goods and/or Services.

7. TERMINATION

- 7.1. Notwithstanding anything to the contrary contained in this Agreement, the Company has the right to terminate any appointment of the Supplier and/or this Agreement on one week's written notice to the Supplier, for any reason whatsoever, without prejudice to any rights that may have accrued to a Party before termination.

- 7.2. On the termination of this Agreement , both Parties shall deliver to the other all records, documents, account, letters and papers of every description (whether originals or copies and whether on paper, computer memory or otherwise) within its possession or control which were furnished to the other Party by or on behalf of either Party for the purposes of this Agreement .
- 7.3. The termination of this Agreement shall not affect such provisions that expressly provide that they shall operate after such termination or which of necessity must continue to have effect after such termination.

8. WARRANTIES

- 8.1. The Supplier (and signatory of this Agreement, on behalf of the Supplier) represents and warrants to the Company that:
 - 8.1.1. the details of the Supplier provided to the Company in the supplier registration documents and in this Agreement are true and correct and if the Supplier is a company and/or close corporation, it is duly registered as such in accordance with the laws of South Africa;
 - 8.1.2. it has the necessary authority and capacity to enter into this Agreement ;
 - 8.1.3. it is able and willing to perform timeously in terms of this Agreement ;
 - 8.1.4. to the best of its knowledge and belief, the entering into of this Agreement shall not breach any other Agreement to which it is a party, nor will it infringe on any third party's rights or any applicable Law; and
 - 8.1.5. it will be providing the Services and/or Goods and it will not be using any third party to supply such, unless the Company has expressly agreed to accept such Goods and/or Services from a third party, in writing, in which event clause 9.2 below shall apply.
- 8.2. The Supplier acknowledges that each of the warranties given by the Supplier in terms of this Agreement were material to the Company's decision to appoint the Supplier to supply the Goods and/or Services and to enter into this Agreement.

9. INDEMNITIES

- 9.1. The Supplier agrees to indemnify and hold the Company harmless against any and all claims and/or losses that may be suffered by the Company and/or any other third party, that may arise, in any way whatsoever, as a result of, whether directly or indirectly, any act and/or omission of the Supplier, its employees, agents, representatives and/or contractors, including any breach of any of the terms, representations and/or warranties in this Agreement, which indemnification shall include any and all indirect and/or consequential losses and/or damages suffered by the Company and/or any other party.
- 9.2. Notwithstanding the warranty set out in clause 8.1.5 above, should it transpire that the Goods and/or Services will be supplied by a third party, the indemnities given in clause 9.1 above shall be extended to any act and/or omission of the third party, its employees, agents, representatives and/or contractors, regardless of whether the Company has given written consent that Goods and/or Services may be delivered by the third party.

10. ADDRESS FOR NOTICES

10.1. Each Party chooses the addresses set out below for all purposes arising out of or in connection with this Agreement, at which address all the processes and notices arising out of or in connection with this Agreement, its breach or termination, and any legal notice, pleading or process, may validly be served upon or delivered to the relevant Parties.

10.1.1. The Company (marked for the attention of the Company representative):

10.1.1.1.1. Address: GladAfrica House, Hertford Office Park, 90 Bekker Road, Midrand

10.1.1.1.2. Fax: +27 11 805 1950

10.1.1.1.3. Email: gladafrika@gladafrika.com and cc'd to the Company Representative's email address

10.1.2. The Supplier (marked for the attention of the Supplier's authorised representative):

10.1.2.1. Address: as set out in the last invoice received at the time of sending the notice or at the registered address;

10.1.2.2. Fax: as set out in the last invoice received at the time of sending the notice or as recorded on the letterhead of and correspondence received from the Supplier; and

10.1.2.3. Email: address as set out in the Supplier Registration Form.

10.2. The Parties may, on written notice to the others, change the address nominated by it in terms of clause 10.1 above to any other physical address in South Africa (not a Post Box or the similar), provided that such change shall only be deemed to be effective on the 7th (Seventh) day after the last of the Parties has received such notice in accordance with the provisions of this clause 10.

10.3. Any notice given in terms of this Agreement shall be in writing and shall:

10.3.1. if delivered by hand, be deemed to have been duly received by the addressee on the first Business Day following the date of delivery;

10.3.2. if delivered by recognised international courier service, be deemed to have been duly received by the addressee on the first Business Day following the date of such delivery by the courier service concerned;

10.3.3. if delivered by facsimile or email, be deemed to have been duly received by the addressee on the first Business Day following the date of successful transmission, unless and until the contrary is proven otherwise.

10.4. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another, notwithstanding whether such notice or communication was delivered by a method provided for in this clause 10, shall be adequate written notice or communication to such Party.

11. BREACH

11.1. Should the Supplier commit a breach of any of the provisions of this Agreement, then the Company shall be entitled to cancel this Agreement, the provision of any specific Services and/or the delivery of any Goods, with immediate effect and/or claim specific performance by the Supplier, in either event without prejudice to the Company's rights to claim damages.

11.2. The foregoing is without prejudice to such other rights as the Company may have at law.

12. CONFIDENTIAL INFORMATION

12.1. The Supplier agrees that during the provision of the Services and/or delivery of Goods it may come into possession of information of the Company that may be regarded by the Company as confidential and/or sensitive in nature ("Confidential Information").

12.2. The Supplier agrees and undertakes-

12.2.1. not to disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Company and provided that, in the event of the Confidential Information being proprietary to a third party, it shall also be incumbent on the Supplier to obtain the consent of such third party;

12.2.2. except as permitted by this Agreement, not to utilize, employ, exploit or in any other manner whatsoever use the Confidential Information for any purpose whatsoever without the prior written consent of the Company and provided that in the event of the Confidential Information being proprietary to a third party, it shall also be incumbent on the Supplier to obtain the consent of such third party;

12.2.3. to restrict the dissemination of the Confidential Information to only those of its staff who are actively involved in activities for which use of Confidential Information is authorised and then only on a "need to know" basis and the Supplier shall initiate, maintain and monitor internal security procedures; and

12.2.4. to take all practical steps, both before and after disclosure, to impress upon its staff, contractors, representatives and/or agents who are given access to Confidential Information, the secret and confidential nature thereof.

12.3. All Confidential Information disclosed to the Supplier by the Company, is acknowledged:

- 12.3.1. to be proprietary to the Company or, where applicable, the relevant third party proprietor; and
 - 12.3.2. not to confer any rights of whatsoever nature in such Confidential Information on the Supplier.
- 12.4. The Supplier shall protect the Confidential Information in the manner, and with the endeavour, of a reasonable person protecting its own Confidential Information. In no event shall the Supplier use less than reasonable efforts to protect the confidentiality of the Confidential Information.
- 12.5. The Company may at any time on written request to the Supplier, require the Supplier to immediately return any Confidential Information and may, in addition, require the Supplier to furnish a written statement to the effect that upon such return, it has not retained in its possession or under its control, either directly or indirectly, any such Confidential Information or material. Alternatively, the Supplier shall, as and when required by the Company and on written request, destroy all such Confidential Information and material and furnish a written statement to the Company to the effect that the same has been destroyed.
- 12.6. This clause shall survive termination of this Agreement, for any reason whatsoever.

13. GOVERNING LAW AND JURISDICTION

- 13.1. The validity of this Agreement, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of South Africa.
- 13.2. The Parties hereby consent to the jurisdiction of the South Gauteng High Court, Johannesburg.

14. DISPUTE RESOLUTION

The Parties hereby consent to the adjudication of any dispute, to the degree that such dispute is not otherwise regulated in terms of this Agreement, in terms of the Arbitration Act 42 of 1965. Nothing herein shall prohibit the Company or relevant Group member from approaching any court of competent jurisdiction to adjudicate any dispute in relation to this Agreement.

15. RELATIONSHIP

- 15.1. The Parties record that each Party shall fulfil its obligations in terms of this Agreement as an independent Party and no partnership, employment or any other such relationship arises between the Parties, pursuant to this Agreement.
- 15.2. Save as otherwise provided herein, neither Party shall be entitled to bind the other Party to any obligation of any nature whatsoever or to incur any liability on behalf of the other Party, whether in contract or otherwise.

16. GOOD FAITH

- 16.1. The Supplier undertakes to do all things, perform all acts and take all steps to procure the doing of all things and the performance of all acts, as may be necessary or incidental to

give or conducive to the giving of effect to the terms, conditions and import of this Agreement .

16.2. The Supplier shall at all times during the continuance of this Agreement observe the principles of good faith towards the Company in the performance of their obligations in accordance with the terms of this Agreement.

17. NO CESSION OR DELEGATION

The Supplier shall not cede any of its rights, nor delegate any of its obligations, arising from this Agreement without the prior written consent of the Company.

18. WHOLE AGREEMENT

This Agreement constitutes the whole Agreement between the Parties as to the subject matter hereof and no Agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.

19. NOVATION

This Agreement supersedes, novates and replaces all prior Agreement s, whether oral or in writing, as between the Parties with regard to its subject matter.

20. NON-VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

21. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by the Company to the Supplier in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by the Company shall under any circumstances be construed to be an implied consent by the Company or operate as a waiver or a novation of, or otherwise affect any of the Company's rights in terms of or arising from this Agreement or estop the Company from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

22. SEVERABILITY

22.1. Notwithstanding anything to the contrary herein contained or implied by law, each and every term and condition of this Agreement shall be deemed to be separate and severable from the other terms hereof. If any term is found by any court of competent jurisdiction to be vague or invalid or unenforceable, that term shall be treated as pro non scripto and shall in no way affect the validity of the remaining terms and provisions hereof.

22.2. If any provision, or any part hereof, is held to be unenforceable because of the wording of such provision, the Parties hereto agree that the mediator or arbitrator or court making such determination shall have the power to delete specific words or phrases, such amended provision having full force and effect.