General Terms and Conditions of Purchase

Saint-Gobain Construction Products South Africa (Pty) Ltd
Saint-Gobain Abrasives (Pty) Ltd
Saint-Gobain Lodhia Gypsum Industries Ltd
Saint-Gobain Weber Ghana Ltd
Saint-Gobain Development East Africa Ltd
Saint-Gobain Development Mozambique, Limitada
Saint-Gobain Construction Products Zimbabwe (Pvt) Ltd
Saint-Gobain Development Sub-Saharan Africa Ltd and its representative office in Ethiopia
Buildezee Adhesives (Botswana) (Pty) Ltd
Saint-Gobain Weber Manufacturing PLC

Sub-Saharan Africa
the Contract shall be made and agreed between the Parties in writing. Goods or performance of the Services, for which an appropriate adjustment to or perform any one instalment shall entitle the Company at its option to treat the in respect of each instalment. Nevertheless, failure by the Supplier to deliver and/or perform as agreed, the Supplier therefore agrees to pay damages in compensation to the Company an prejudice to any other right or remedy available to the Company, the Supplier reserves the right to refuse payment if the Supplier fails to timeously perform the replacement Goods.

3.7. Any pre-order by the Company is done for convenience, and as an estimate of eight) hours of being notified of such deficiency. All rectification and replacement services which the Company may from time to time reasonably require. The Company will inspect the Goods as to the weights, measures and other conditions or in any tender, quotation, advice note, invoice, acknowledgement letter or any other document issued or sent by the Supplier, this Contract shall apply to the goods supplied to the Company at the Price, quality level and delivery specified in the Purchase Order.

3.8. “Price” means the services to be performed by the Supplier, and any additional terms and conditions apply.

2. APPLICATION

2.1. This Contract shall govern the relationship between the Company and the Supplier.

2.2. This Contract may only be altered by the written agreement of the Parties and any agreed amendments will be recorded on a separate amendment sheet and signed by both Parties.

2.3. Notwithstanding anything to the contrary in the Supplier’s standard conditions or in any tender, quotation, advice note, invoice, acknowledgement letter or any other document issued or sent by the Supplier, the Company will apply all terms and conditions as specified in the Purchase Order to which these terms and conditions apply.

3. QUALITY & TIME FOR PERFORMANCE

3.1. The Supplier will provide the Goods and Services to the Company as detailed in the Purchase Order. The Supplier shall deliver the Goods to the Company within the time stated in the Order, and immediately after delivery of the Goods, the Company shall have the right to inspect, to store and return any faulty or sub-standard Goods. The Supplier shall be responsible for all reasonable costs incurred by the Company in relation to the return of faulty Goods.

3.2. The Supplier warrants that the Services will be performed with all due skill and care and by appropriately qualified and trained personnel and that the Services shall be performed to the best available standards of quality, workmanship and be without fault. The Services and/or Goods shall conform in all respects with the description and/or specification contained in the Purchase Order and with any undertakings made by the Supplier, or his employees, or agents, prior to the conclusion of the Contract.

3.3. If the Company considers that the Supplier has provided sub-standard, defective or unsatisfactory Services, the Supplier shall, upon delivery or proof to be defective within twelve (12) months of use, the Company may call upon the Supplier, without prejudice to the Company’s other rights, to rectify, repair or replace, at the Supplier’s cost, any Goods which has been negligently performed Services and/or the defective Goods, within 48 (forty-eight) hours of being notified of such deficiency. All rectification and replacement will be carried out at the Supplier’s cost in accordance with the terms and conditions of the Supplier’s contract. If the Supplier fails to perform such rectification, the Company may exercise any of the rights set forth in this paragraph. 3.3 shall further apply to any such rectified Services and/or rectified or replacement Goods.

4. TIME FOR PERFORMANCE

4.1. The Supplier will perform the Services on the date and at the location stipulated in the Purchase Order.

4.2. If the Company is not satisfied with the Services, it will notify the Supplier in writing. In the event that the Supplier fails to remedy a breach of an order, the final date for delivery will be considered to have been exceeded by the Supplier and the Company reserves the right to reject the Goods and dispose of them at the Supplier’s expense. The Company shall not be liable for any delay or loss incurred by the Supplier in attempting to make good any deficiencies in the Services provided, at its own expense.

5. DELIVERY, PACKAGING AND CARRIAGE, INSPECTION, RETURN OF GOODS

5.1. The Supplier will deliver the Goods on the date and to the place of delivery. All Goods must conform to the specification, quality, grade, description and sample as stated in the Purchase Order, and must be clearly and legibly labelled and addressed and properly packaged to survive transit, and to resist pilferage, distortion, obstruction and damage.

5.2. All shipments of Goods must be accompanied by a packing advice note stating the landed cost, destination cost and any applicable duties.

5.3. The Company will inspect the Goods as to the weights, measures and other quality checks within a reasonable period after delivery or performance, and if the Goods do not conform to the description or specification, the Company will immediately notify the Supplier and give the Supplier an opportunity to inspect the Goods and take any action the Supplier considers necessary.

5.4. Notwithstanding clause 5.3 above, the Company reserves the right to reject the whole delivery of the Goods and claim damages suffered as a result, should the Goods fail to comply with the provisions stated in clause 5.1 above and/or return to the Supplier at the Supplier’s expense and risk any Goods delivered in advance of the agreed delivery date or any Goods delivered in excess of the quantities ordered.

5.5. Unless the Company has exercised its rights under clause 5.4 or otherwise agreed in writing with the Supplier, the Supplier shall be responsible to make good any shortages in the Goods delivered, and where appropriate, collect any of the Goods which do not comply with the Purchase Order, which have been delivered in transit, or which have visible defects and replace the same within 48 (forty-eight) hours of the Supplier’s acceptance or deemed acceptance in accordance with clause 3.1 above.

6. RIGHT OF OWNERSHIP/PASSING OF RISK

6.1. The purchase of the Goods and/or Services pass to the Company on delivery to the Company as specified, without prejudice to any rights of rejection.

6.2. All Goods delivered against this Contract are at the sole risk of the Supplier until receipt of the Goods by the Company.

6.3. Where advance payments have been made, either in part or in full, ownership of the Goods shall pass to the Company at the time when any instalment or payment is made to the Company for the Supplier.

6.4. The Supplier shall not be entitled to exercise a right of retention on any Goods which are the property of the Company and are in the Supplier’s possession, nor exercise a lien over the Company’s property which is in the Supplier’s possession.

7. PRICE

7.1. The Price of the Goods and/or Services is as detailed in the Purchase Order.

7.2. The Price will not be reviewed or increased annually without the prior written approval of the Purchasing Department and any increase in the Price will be at the Company’s discretion and will be applied from the date of clearance.

8. PAYMENT TERMS

8.1. All invoices must state the Company’s Purchase Order number as well as a detailed description of the Goods supplied or Services provided. Documents not being in the form above will not be accepted. Any alterations to the relevant information is provided. Furthermore the Supplier shall provide all other justification, evidence or documentation in relation to the Goods and/or Services which the Company may from time to time reasonably require.

8.2. Unless otherwise agreed between the parties in writing, payment of undisputed accounts will be made within 60 (sixty) days of receipt of the invoice relating to the Goods or Services provided.

8.3. The Company reserves the right to withhold payment in respect of disputed invoices and the Company shall notify the Supplier of any disputed invoices within (14) days of receipting. When an invoice that has been in dispute is subsequently cleared for payment, then the settlement terms that were applicable will be applied from the date of settlement.

8.4. The Company reserves the right to deduct any monies due or to become due from the Supplier to the Company from any monies due or to become due from the Company to the Supplier. It is agreed that such set-off shall occur in a normal course of business.

8.5. Payment of the Price (or any part thereof) shall not constitute any admission by the Company as to the performance of the Supplier’s obligations under the Contract.

9. EARLY TERMINATION, SUSPENSION

9.1. The Company may without affecting its accrued rights, terminate all or any part of this Contract in the following events.

9.2. The Company reserves the right to vary the terms and conditions of this Contract, and fails to rectify such breach within 7 (seven) days of receiving a written notice from the Supplier, the Supplier shall be deemed to have defaulted in performance of the Contract. The Company will be entitled to cancel such pre-order in whole or in part, unless prior arrangements are made between the Company and the Supplier.

9.3. If the Supplier makes an arrangement or compromise with his creditors, or otherwise takes the benefit of any legislation for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a business or any part of his business, or a

3.9. Where the Company agrees to accept delivery of the Goods and/or performance of the Services by instalments, the Contract will be construed as a single contract 11whole Contract as repudiated.

4. DELIVERY OF SERVICES

4.1. The Supplier shall perform the Services on the date and at the location stipulated in the Purchase Order.

4.2. If the Company is not satisfied with the Services, it will notify the Supplier in writing. In the event that the Supplier fails to remedy a breach of an order, the final date for delivery will be considered to have been exceeded by the Supplier and the Company reserves the right to reject the Goods and dispose of them at the Supplier’s expense. The Company shall not be liable for any delay or loss incurred by the Supplier in attempting to make good any deficiencies in the Services provided, at its own expense.


10. FORCE MAJEURE

10.1. If either Party is prevented or delayed in its performance of any of its obligations under this Contract by Force Majeure, that Party shall forthwith serve notice in writing upon the other Party so prevented. If the Company serves such notice as a result of a Force Majeure event claimed by the Supplier, the Company shall be entitled to exercise its right of set-off under Clause 8.4 against monies owed to the Supplier in respect of additional costs it may reasonably have incurred since the Supplier’s notice under Clause 10.1, such costs having been incurred by the Company to ensure or to remedy any damage or loss to its property, or any such increase in the costs of the Goods caused by, or resulting from, the force majeure event. The Company may in its discretion require the Supplier to bring the Force Majeure event to a close or to find a solution by which this Contract may be performed despite the continuance of the Force Majeure event.

11. INDEMNIFICATION

11.1. The Supplier shall indemnify and keep the Company indemnified in full and on demand against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profits, loss of business, costs, losses or damages, expenses (including and legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with the supply of the Goods, or by a third party, and claims by a third party alleging infringement of its Intellectual Property for any purpose, other than expressly authorised in writing by the Company. In the event of the unauthorised use of the Company’s Intellectual Property for any purpose, other than expressly authorised in writing by the Company, the Supplier will indemnify and keep indemnified the Company for all reasonable costs the Supplier incurs in remedying such use. The Supplier shall indemnify against all reasonable costs incurred by the Company in respect of or in connection with Goods and/or Services supplied, and the Company shall have in place a suitable policy of insurance to cover its liabilities for those Goods actually delivered and accepted by the Company, and the Supplier shall have in place a suitable policy of insurance to cover its liabilities for those Goods actually delivered and accepted by the Company.

11.2. The Supplier shall, at the Company’s request and free of charge, remove, destroy and/or return to the Company, any Goods or Services and/or their components (including software or services) is subject to, or is under the control or disposal of, any person or entity with whom commercial transactions are forbidden or restricted under applicable laws and regulations. If any provision of this Contract is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract shall continue to apply in full, a, save that the duration of this Contract shall be extended for a period equal to the time during which the invalid or unenforceable provision of this Contract would have continued to apply but for the invalidity or unenforceability of that provision. If any provision of this Contract is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract shall continue to apply in full, a, save that the duration of this Contract shall be extended for a period equal to the time during which the invalid or unenforceable provision of this Contract would have continued to apply but for the invalidity or unenforceability of that provision.

11.3. None of the details of the Contract or the relationship between the Parties shall be published or disclosed by the Supplier to any third party without the Company’s written permission.

11.4. The provisions of this clause 11 shall continue to remain of full force and effect for a period of five (5) years after either the termination or expiration of this Contract.

14. INSURANCE

14.1. The Supplier shall have in place a suitable policy of insurance to cover its liabilities for those Goods actually delivered and accepted by the Company and the Company shall have in place a suitable policy of insurance to cover its liabilities for those Goods actually delivered and accepted by the Company.

15. RESPONSIBLE DEVELOPMENT, LEGAL AND ETHICAL BUSINESS PRACTICE

15.1. The Supplier is aware that the Company adheres to the United Nations Global Compact and has notably adopted a policy of responsible purchasing, and will not utilize subcontractors or Third Parties to which the Company is not made aware, and to which the Company will object on the grounds of its policies of the Company which will be made available to the Supplier on request.

15.2. The Supplier shall undertake to comply with all applicable laws, regulations and codes of conduct relevant to the Company’s business activities and shall comply with all applicable safety instructions when working on the Company’s sites. The Supplier shall have in place a suitable policy of insurance to cover its liabilities for any risk it may undertake in order for it to perform its obligations.

15.3. The Supplier will not use any subcontractors unless they are approved by the Company. The Supplier will ensure that all subcontractors and their employees comply with the Company’s policies of the Company which will be made available to the Supplier on request.

15.4. The Supplier shall comply with all applicable laws, regulations and codes of conduct relevant to the Company’s business activities. The Supplier shall have in place a suitable policy of insurance to cover its liabilities for any risk it may undertake in order for it to perform its obligations.