

GENERAL TERMS AND CONDITIONS RELATING TO THE SUPPLY OF GOODS AND SERVICES BY SUPPLIERS TO ROBERTSON & CAINE (PTY) LTD

1. The acceptance of any purchase order by a supplier is an acceptance of an offer by Robertson & Caine (Pty) Ltd (hereinafter referred to as "R&C") for the purchase of the goods (hereinafter referred to as the "Goods") or services (hereinafter referred to as the "Services") specified, from the party to whom the purchase order is addressed (the "Supplier") in accordance with and subject to these terms and conditions (hereinafter referred to as the "Terms") together with the terms and conditions on the face of the purchase order (hereinafter referred to as the "Purchase Order").
2. The Purchase Order and these Terms, together with any documents incorporated therein by reference, constitutes the sole and entire agreement of the parties with respect to the Purchase Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and communications, both written and oral, with respect to the Goods and Services stated on the Purchase Order, unless a separate overriding written contract has been entered into and signed by the parties. The Purchase Order expressly limits R&C's acceptance to the terms of the Purchase Order. These Terms expressly exclude any of the Supplier's terms and conditions of sale or any other document issued by the Supplier in connection with the supply of Goods or Services.
3. The Purchase Order will be deemed to have been accepted by the Supplier on the first happening of any of the following events:
 - a. the Supplier acknowledging in any form whatsoever acceptance of the Purchase Order;
 - b. any performance by the Supplier in terms of the Purchase Order; or
 - c. if within 5 (five) days of receipt of the Purchase Order by the Supplier, the Supplier does not communicate to R&C in writing that it does not accept the Purchase Order.
4. The Supplier shall deliver the Goods and/or perform the Services at the address specified in the Purchase Order (hereinafter referred to as the "Delivery Address" on the date(s) specified in the Purchase Order on the date specified for delivery (hereinafter referred to as the "Delivery Date"). If no Delivery Date is specified, the Supplier shall deliver in full within a reasonable time of receipt of a Purchase Order. If the Supplier fails to deliver the goods or services in full on the Delivery Date, or within the aforesaid reasonable period, as the case may be, R&C may cancel the Purchase Order immediately and the Supplier will be liable to R&C for any and all losses, damages, and reasonable costs and expenses attributable to the supplier's failure to deliver timeously and/or in full, including legal costs on an attorney/client scale. The Supplier indemnifies R&C against any losses, damages, and reasonable costs and expenses attributable to Supplier's failure to deliver.
5. R&C reserves the right to inspect the Goods on or after the Delivery Date. R&C may in its sole discretion reject all or any portion of the Goods or Services if it determines the Goods or Services are defective or nonconforming. For the sake of clarity, "nonconforming" in these Terms shall include, but is not limited to goods or services which is not in accordance with or does not comply with the quoted or ordered goods and services either in quantity, quality, standard, nature, character, practice, part number, documentation or is in any manner damaged, including visibly damaged packaging.
6. The risk in the goods vests with the Supplier until the goods are delivered to the Delivery Address unless agreed upon in writing with R&C. Where different delivery terms are agreed upon, the risk in the goods will vest with the Supplier up to the agreed point
7. If R&C requires the Supplier to replace any of the Goods or again perform any of the Services, the Supplier shall promptly replace the nonconforming Goods or again perform the Service.

8. If the Supplier fails to timely deliver any replacement Goods, R&C may cancel the purchase order and replace the Goods with goods from a third party supplier. In this event R&C will be entitled to charge the Supplier the difference between the cost of the Goods and the cost of purchasing replacement goods from a third party supplier. The same shall apply to the rendering of any service by the Supplier.
9. Any inspection by R&C shall not affect the Supplier's obligations and R&C shall have the right to once again inspect the Goods and Services after the Supplier takes remedial action.
10. The rights and remedies under this Order are in addition to any other rights and remedies available in law. If the Supplier is in breach of the warranties contained herein, the Supplier will, at its sole cost, replace or repair the Goods or re-perform Services to R&C's satisfaction.
11. The price of the Goods or Services is the price stated on the face of the Purchase Order. The Supplier shall not be entitled to increase the price of the Goods or Services specified on the Purchase Order after acceptance of the Purchase Order. The Supplier shall invoice R&C for the Goods or Services within thirty (30) days of delivery. Unless otherwise stated in the Purchase Order, R&C shall pay all properly invoiced amounts due to the Supplier as per the terms agreed upon with the Supplier except for any amounts disputed by R&C. The Supplier shall continue performing its obligations under all outstanding Purchase Orders notwithstanding any disputes. Without prejudice to any other right or remedy which R&C may have, R&C reserves the right to set off any amount owing to it by the Supplier against any amount payable by R&C to it. Payment of an invoice is not evidence or an admission that the Goods or Services delivered by the Supplier are in terms of any Purchase Order.
12. R&C may, from time to time, change the quantities or other terms of any Purchase Order by issuing to the Supplier a written notice that alters, adds to, or deducts from the Goods or Services, but that are otherwise subject to these Terms and the terms of the Purchase Order. The Supplier will promptly comply with the terms of any changes to the Purchase Order.
13. R&C may terminate any Purchase Order, in whole or in part, for any reason upon thirty (30) days' prior written notice to the Supplier. In addition to any remedies provided herein, R&C may terminate any Purchase Order with immediate effect, either before or after acceptance of Goods or Services, if the Supplier has breached any of the Terms herein. If the Supplier becomes insolvent, commences or has commenced by it or against it insolvency proceedings, receivership, business rescue proceedings or assignment for the benefit of creditors, then R&C may cancel any Purchase Order placed with the Supplier. If R&C cancels any Purchase Order for any reason, the Supplier's sole and exclusive remedy is payment for the Goods or Services received and accepted by R&C prior to the cancellation.
14. The Supplier expressly warrants and represents to R&C, its successors, assigns, customers, and users of R&C's products, that all Goods and Services will conform to the terms of the Purchase Order and/or all applicable samples, drawings, standards, specifications, performance criteria and any other description requested, furnished or provided to R&C. The Supplier further warrants to R&C that for a period of twenty four (24) months (unless agreed upon differently in writing with R&C) from the Delivery Date, all Goods, Services or Goods furnished in connection with Services will: (a) be new and free from any defects in workmanship, material and design; (b) conform to all specifications as set out by R&C; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens or other encumbrances; and (e) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment. These warranties are in addition to any other warranty provided by law. If R&C notifies the Supplier of any non-compliance in terms of the above, the Supplier shall, at its own cost and expense, promptly replace or repair the non-conforming Goods or Services.

15. The Supplier shall indemnify and hold harmless R&C, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders, and employees (hereinafter collectively referred to as "Indemnitees") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or other expense, including reasonable attorney client costs, and the cost of enforcing any right to indemnification hereunder arising out of or occurring in connection with Supplier's performance of its obligations or negligence in performing its obligations, willful misconduct or breach of these Terms or infringing or misappropriating the patents, copyrights, trade secrets or other intellectual property right of any third party.
16. All confidential or proprietary information of R&C which is not in the public domain, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by R&C to the Supplier (hereinafter referred to as "Confidential Information"), whether disclosed orally or in written, digital or electronic format or in any other form or media, and whether or not marked or in any other manner identified as "confidential," in connection with any Purchase Order is confidential and solely for the use of performing any Purchase Order. The Supplier shall exercise the utmost care in protecting R&C's Confidential Information and shall take all necessary measures in order to protect R&C's Confidential Information. The Supplier will be responsible for any breach of this clause by any of its employees. In the event that an order of court is granted compelling the Supplier to provide certain Confidential Information, the Supplier shall disclose only the portion of Confidential Information that it is legally required to disclose [in the written opinion of its legal representatives]; and exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded to the Confidential Information. At R&C's request, all Confidential Information in the possession of the Supplier shall be immediately returned to R&C or destroyed. The protections contained in this clause is in addition to and shall be read with any and all non-disclosure agreements entered into between the Supplier and R&C, whether same was entered into prior to signature of these Terms or thereafter. For the sake of clarity, signature of these Terms by the Supplier and R&C shall not cancel any existing non-disclosure agreement entered into between the parties.
17. Unless otherwise agreed with R&C in writing, the Supplier shall be solely responsible for and pay for all costs of delivering the Goods to the Delivery Address, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar taxes.
18. Unless specified otherwise on the face of the Purchase Order or agreed upon in writing with R&C, the prices are inclusive of, and Supplier shall be solely responsible for and pay all taxes, including, but not limited to, value added tax, sales tax and emissions taxes.
19. The purchase order number must appear on all documents pertaining to the Purchase Order, including but not limited to invoices, packing lists, shipping documents, delivery notes and correspondence.
20. The Supplier agrees that all its employees and subcontractors are performing services as independent contractors and not as R&C's employees, regardless of where they perform the services. The Supplier shall be fully responsible for its employees, agents, officers, contractors and subcontractors. The Supplier shall carry on its work at its own risk until same is fully completed and accepted by R&C, and shall, in the case of any damage or destruction to any goods or materials before final completion and acceptance, repair and replace the goods or materials so damaged or destroyed at its expense and to R&C's satisfaction. When materials or equipment are furnished by others for the Supplier's use, the Supplier shall receive, unload, store, handle, and be responsible therefore as though such materials or equipment were being furnished by the Supplier. To the extent that the Supplier is performing any service at R&C's premises, the Supplier and its subcontractors shall take all safety precautions and adhere to all safety rules necessary for the prevention of accidents. R&C shall not be responsible nor be held liable for any damage to person or property arising from the use, misuse or failure of any

premises, good or equipment used by the Supplier or any of its subcontractors, notwithstanding R&C's ownership, provision or loan of such equipment to the Supplier or to any of its subcontractors.

21. All Suppliers performing Services hereby represents that it is suitably qualified and shall perform the Services pursuant to the industry standard of care.
22. All matters arising out of or relating to the supply of Goods or Services by the Supplier to R&C shall be governed by and construed in accordance with the laws of the Republic of South Africa.
23. In the event that the terms on the face of any Purchase Order is contradictory to these Terms, then the terms on the face of the Purchase Order shall prevail.
24. No variation of the Purchase Order will be valid unless reduced to writing and signed by an authorised representative of R&C.
25. If any term or provision of these Terms is declared invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other clause of these Terms.
26. The Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under any Purchase Order without R&C's prior written consent. Any purported assignment or delegation without R&C's consent shall be null and void. No assignment shall relieve the Supplier of any of its obligations as set out herein.
27. No waiver by any party of any of the provisions of any Purchase Order shall be effective unless reduced to writing and signed by the party so waiving. Any failure to exercise, or any delay in exercising, any rights or remedies arising from any Purchase Order by R&C shall not operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the exercise of any other or additional right or remedy.
28. Except as provided herein or as otherwise agreed upon by the parties in a separate agreement relating to the subject matter hereof, these Terms and the Purchase Order and any documents referenced herein constitute the entire agreement between the parties regarding the Purchase Order and replace any previous oral or written communications between the parties. This Order may not be modified by any document issued by Seller or by the parties' course of dealing, custom or usage but only by a writing approved by both parties.