

General Terms and Conditions of Purchase of Siegwerk South Africa (Proprietary) Limited

1. Scope of Validity

- 1.1 Unless otherwise agreed in writing between the parties, these General Terms and Conditions of Purchase ("Purchase Terms") shall exclusively apply to the contractual relationship between Siegwerk South Africa (Proprietary) Limited ("Siegwerk") and the contractor ("Supplier"). Siegwerk shall not be bound by any conflicting or additional terms of the Supplier even if Siegwerk has not expressly contradicted them or if the Supplier insists on delivering only under its terms. This provision shall apply notwithstanding the fact that Siegwerk has accepted delivery of any goods or services without reservation.
- 1.2 These Purchase Terms amend any framework or other agreements entered into by the parties. In the event that the parties enter into other agreements which deviate from the provisions of these Purchase Terms, the other agreements shall prevail unless the parties expressly agree otherwise in writing.

2. Conclusion of Contract

- 2.1 Each contract between Siegwerk and the Supplier shall become valid and binding if a) the Supplier by written notice accepts Siegwerk's written purchase order within two days from receipt thereof or b) Siegwerk by written notice accepts the Supplier's written offer within two days from receipt thereof.
- 2.2 All offers and quotations of the Supplier shall be provided free of charge and shall not be binding on Siegwerk until accepted by it in terms of clause 2.1.
- 2.3 The Supplier must state Siegwerk's order number on all correspondence with Siegwerk.

3. Subcontractors

The Supplier may contract one or more subcontractors to assist with its obligations in terms of any contract with Siegwerk, provided that a) the prior written consent of Siegwerk is obtained; b) the Supplier shall bear the full risk and liability to Siegwerk for the performance of all subcontractors; and c) the Supplier shall ensure that the subcontractors comply with the Purchase Terms and the terms and conditions of any other agreements between the Supplier and Siegwerk.

4. Delivery

- 4.1 The Supplier shall deliver all goods to the consignee address indicated in any contract or purchase order. Where the Supplier is required to transport goods, it shall comply with all the requirements (including packaging requirements) of the relevant mode of transport, particularly with regard to any dangerous goods.
- 4.2 Complete dispatch documentation shall be sent with the goods being delivered and each delivery must be accompanied by a delivery note. Dispatch notes, delivery notes, bills of lading, packaging lists and the outer packaging of all goods delivered shall clearly indicate the order number as well as the batch number. The item number and weight of each unit shall be affixed to each unit of the goods in a clearly visible and permanent manner.
- 4.3 The Supplier shall deliver to Siegwerk any relevant product information or any amendments to such product information, including without limitation, safety data sheets, handling instructions and labelling regulations at least 5 business days prior to the delivery of the goods.
- 4.4 Ownership and title to the goods shall pass to Siegwerk upon delivery at the consignee address. Notwithstanding the foregoing, retention of title in favour of the Supplier may be agreed upon by the parties in writing on a case by case basis.

5. Delivery Delay

- 5.1 The Supplier shall deliver the goods or services on the delivery date indicated in the purchase order. The Supplier shall only be entitled to deliver early, late or in part upon Siegwerk's prior written approval. The unconditional acceptance or payment of a late delivery shall not constitute a waiver of any claims due to late delivery.
- 5.2 The Supplier shall inform Siegwerk without undue delay, and in writing, as soon as it becomes aware that it might not be able to deliver the goods or services on the delivery date indicated on the purchase order or agreed between the parties, giving reasons for the delay and giving an estimation of the duration of such delay.
- 5.3 In the event of late delivery Siegwerk may claim a penalty of 1% of the purchase price of the whole delivery per commenced week. Notwithstanding the foregoing, Siegwerk shall be entitled to claim damages. Any penalty shall be deducted from the damage claim.

6. Transfer of Risk

Unless otherwise agreed, transfer of risk of the goods shall take place in accordance with the Incoterms of the International Chamber of Commerce (Incoterms 2010). If no individual agreement has been reached, the term "delivery duty paid" shall apply.

7. Weights and Volumes

In the event of discrepancies in the weight or volume of the goods ordered and the goods which are delivered, the weight or volume established by Siegwerk upon the inspection of incoming goods shall prevail, unless the Supplier proves that the weight and/or volume calculated by the Supplier at the time of transfer of risk was measured correctly in accordance with generally accepted principles and practices.

8. Billing and Payment

- 8.1 Invoices shall be issued in duplicate within five business days after delivery and in accordance with the applicable laws. The invoice shall state the order number and list rebates, discounts as well as applicable tax separately. A duplicate of an invoice must be clearly indicated as such.
- 8.2 Issued invoices not in compliance with the provisions of clause 8.1 shall be deemed to be received by Siegwerk only after such invoice has been corrected by the Supplier.
- 8.3 Payments are due as agreed between the parties in writing on a case by case basis. Unless otherwise agreed, Siegwerk will, after delivery of the goods and receipt of the invoice, a) make payment of the invoiced amount less a 2% discount within 30 days; or b) make payment of the total invoiced amount within 60 days. It is recorded that payment of an invoice by Siegwerk is not an indication of approval of the goods.

9. Claims for Defects and Liability

- 9.1 Siegwerk will inspect all delivered goods for observable (patent) defects and apparent deviations in identity, weight and volume only. Siegwerk will give notice of such defects within ten business days after delivery of the goods, in which event the Supplier shall replace the defective goods or provide goods of the type and number or volume of the shortage, as the case may be, as soon as reasonably possible.
- 9.2 Furthermore, Siegwerk will give notice of all latent defects, including defects with respect to material, design or workmanship, as soon as they are discovered in the ordinary course of business in which event the Supplier shall at Siegwerk's election either a) reimburse Siegwerk for the amounts paid in respect of the defective goods; or b) replace the defective goods in question.

- 9.3 The Supplier warrants that the delivered goods shall have the contractually agreed and guaranteed properties and characteristics which are suitable for the contractually stipulated use, and comply with the generally accepted technical standards as well as all applicable statutory and regulatory provisions.
- 9.4 The Supplier warrants that all services provided by it shall comply with the contractually agreed and guaranteed standards as well as complying with the generally accepted industry standards.
- 9.5 In so far as delivery and/or service fails to meet the requirements of clauses 9.3 or 9.4 (as the case may be) as a result of defects or for any other reasons, Siegwerk may demand, at its sole discretion and in addition to any other statutory rights, the replacement of such defective goods at no cost to Siegwerk or the remedying of any defects. In addition Siegwerk may claim compensation from the Supplier for all expenses incurred directly or indirectly by Siegwerk due to the Supplier's mal-performance. In the event that Siegwerk urgently requires the goods, it is entitled to remedy the defect at the Supplier's expense.
- 9.6 The Supplier will be liable for any defect of title in respect of the goods, as well as cases where the goods or their use infringe patents or other intellectual property rights of third parties. The Supplier undertakes to hold Siegwerk harmless from and indemnify Siegwerk against all claims (including court and litigation fees) that arise against Siegwerk or in conjunction with the third party's claims for the infringement of its intellectual property rights. Siegwerk shall not be entitled to enter into any agreements with such third party at the expense of the Supplier, without the express approval of the Supplier.
- 9.7 The Supplier undertakes to hold Siegwerk harmless from and indemnify Siegwerk against any and all third party claims, causes of action, losses, damages and costs of any nature made or asserted against Siegwerk, by a third party (collectively "Loss") arising from the use of any of the goods to the extent that such Loss arises or results in whole or in part from the negligent or intentional act or omission of the Supplier, its sub-contractors or suppliers.
- 9.8 The Supplier shall maintain liability insurance with terms customary to the industry, with minimum coverage per occurrence of ZAR 1 million for property damage and ZAR 2 million for personal injury, for the duration of the contract concluded in terms of clause 2, including any guarantee and/or warranty periods contained therein. The Supplier shall provide proof of such insurance coverage upon request by Siegwerk. Lower levels of minimum insurance coverage may be agreed between Siegwerk and the Supplier in writing on a case by case basis.
- 9.9 Damage claims and warranty periods shall be suspended or interrupted as provided for in the Prescription Act No. 68 of 1969. In the event of notices of defect by Siegwerk, the warranty period shall be extended by the time period between the notice of defect and the removal of the defect. The warranty period shall commence from anew for the complete or partial new delivery, replacement or improvement of goods or services.

10. Extraordinary Termination

Notwithstanding any statutory or contractually agreed termination or rescission rights, Siegwerk is entitled to terminate and withdraw from the contract with immediate effect if a) the provisional or final sequestration or liquidation of the Supplier; b) the Supplier taking any steps to be wound-up, liquidated, placed under judicial management, as the case may be, whether provisionally or finally and whether compulsorily or voluntarily, other than any steps taken by such Supplier to be wound-up or liquidated pursuant to any bona fide restructuring where the Supplier remains solvent; c) the Supplier is in material breach of any of its obligations in terms of the contract; or d) unforeseeable incidents not caused by Siegwerk results in a material reduction in Siegwerk's market or a reduction in the market for the goods produced or sold by Siegwerk generally, whatever the reason therefor may be (including, without limiting the generality of the foregoing, competition (including competitive pricing), variation of local conditions, the substitution of other materials in place of the goods, increases in costs and any other limitation in the marketability of the goods produced and/or sold by Siegwerk.

11. Confidentiality and Advertising

- 11.1 The Supplier undertakes to treat as confidential any information, knowledge and materials, including but not limited to technical and other data, measured values, techniques, business experience, business secrets, know-how, compositions and other documentation ("Information") received from Siegwerk or disclosed in any other way by Siegwerk or any other company in the Siegwerk group of companies, and shall not disclose such Information to third parties. The Information shall be used for the sole purpose of executing any contract entered into in accordance with clause 2. The Supplier undertakes to return upon written request by Siegwerk's all Information delivered to the Supplier in a tangible form such as documents, samples, specimens, or the like without undue delay and without retaining any copies or notes. Siegwerk shall at all times retain ownership of all intellectual property rights to the Information.
- 11.2 The Supplier may only refer to the business relationship existing with Siegwerk in its informational and advertising materials with Siegwerk's express prior written consent.

12. Miscellaneous

- 12.1 The assignment of any of the parties' rights under any contract concluded in accordance with clause 2 to third parties shall only be valid with the other party's prior written consent.
- 12.2 Should any of these provisions be partly or totally invalid, this shall have no effect on the validity of the remaining terms of the Purchase Terms.
- 12.3 Modifications, amendments and/or cancellation of the contract or these Purchase Terms shall be agreed to in writing between the parties.

13. Applicable Law and Place of Jurisdiction

- 13.1 The contract and the legal relationship between the Supplier and Siegwerk shall be governed by the laws of the Republic of South Africa without being affected by private international law. The United Nations Convention on Contracts of the International Sale of Goods (CISG) shall not apply.
- 13.2 The Supplier consents to the jurisdiction of the South African court possessed of the requisite jurisdiction.