

## STANDARD TERMS OF AGREEMENT

1. The terms set out hereunder constitute the entire agreement between the Customer and the entity within the Gundle group of companies from whom the Customer shall purchase goods (hereinafter called Gundle Plastics) and that no variation of these terms shall be binding unless reduced to writing and signed by the Customer and the duly representative of Gundle Plastics. These terms will govern the entire contractual relationship between the Customer and Gundle Plastics. These terms supersede the terms of any prior agreement entered into. These terms shall supersede and prevail over any terms contained in any document submitted by the Customer.
2. All orders from the Customer shall become binding on Gundle Plastics and the Customer only upon receipt and acceptance of such orders by Gundle Plastics.
3. The Customer acknowledges and agrees that Gundle Plastics does not furnish any warranties or representations or guarantees of any nature whatsoever in respect of the goods supplied by Gundle Plastics to the Customer from time to time other than a warranty against defects manifesting themselves from Gundle Plastics, in respect of such goods within the warranty periods stipulated in the warranty document furnished by Gundle Plastics to the Customer at the time of and together with the delivery of the goods to the Customer. The warranty period in question shall apply from the date upon which the Customer shall use the goods in question, which date shall in all circumstances be a date which is not later than 3 months from the date upon which the goods are delivered to the Customer. Further, the Customer undertakes to use the goods, including all goods supplied on consignment, on a first delivered basis. Failure by the customer to use the goods within the aforementioned 3-month period and on a first delivered basis, shall result in the warranty related to defects in the goods being of no force or effect and unenforceable against Gundle Plastics. The onus of proof in respect of any claim relating to defects in the goods shall rest on the Customer.
4. Further to the provisions of clause 3 above, any patent defect resulting from Gundle Plastics should be reported within 7 days from date of delivery.
5. Subject to the provisions of clause 3 and 4 above, the obligation/liability of Gundle Plastics arising from any defects in goods and the Customer's sole and exclusive remedy in respect of any defect in the goods shall be at the sole election of Gundle Plastics, the replacement of the goods at the cost of Gundle Plastics or, a refund of the price paid for the goods in question or to credit the Customer's statement. Under no circumstances shall Gundle Plastics be liable for any other costs or any damages, whether consequential, direct or indirect.
6. Subject to the provisions of clauses 3, 4 and 5 above, all claims by the customer in respect of defective goods must be communicated to Gundle Plastics in writing within the applicable periods, failing which the Customer shall have no claim of any nature whatsoever against Gundle Plastics in respect of any defective goods.
7. In those circumstances where Gundle Plastics shall, in its sole discretion, accept the return by the Customer of defective goods, the Customer shall only be entitled to a credit if such goods are in the condition in which they were delivered.
8. In those circumstances where Gundle Plastics shall, in its sole discretion, accept the return by the Customer of slow moving goods, the Customer shall only be entitled to a credit in an amount equal to the scrap value of such slow moving goods only if such slow moving goods are in the condition in which they were delivered and can be recycled.
9. In regard to the matters set out in clauses 3, 4 and 5 above and before goods are returned by the Customer, the customer shall allow the representatives of Gundle Plastics to have access to the Customer's premises for the purposes of enabling Gundle Plastics to inspect the goods in question and/or the manner in which the goods in question have been used and/or whether any goods have been used in accordance with the requirements set out in clause 3 above.
10. It is the sole responsibility of the Customer to determine that the goods purchased are in terms of the specifications set out in the Customer's orders or that such specifications are suitable for the purposes of intended use.
11. The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
12. Gundle Plastics shall be entitled in its sole discretion to split the delivery of the goods ordered in its discretion.
13. Any delivery note(s) or waybill (copy or original) signed by the Customer or a third party engaged to transport the goods shall be proof that delivery was made to the Customer.
14. The risks related to the damage to, destruction or theft of goods shall pass to the Customer on delivery.
15. The Customer acknowledges and agrees that the dates of delivery are not of the essence and accordingly should delivery be delayed for any reason, the Customer shall not be entitled to cancel their order or refuse delivery of the goods, nor payment of the goods and any other associated costs.
16. All goods taken on a consignment basis by the Customer are deemed sold if not returned within 30 days of delivery in the same condition as they were when delivered and in the original packaging and with all accessories and manuals intact.

- 17.1. The Customer agrees that the amount stipulated in a Tax Invoice issued by Gundle Plastics shall be due and payable without deduction (a) cash on order; or (b) If the Customer is a Credit approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by Gundle Plastics.
- 17.2. The Customer agrees to pay the amount on the Tax Invoice by way of electronic funds transfer into Gundle Plastics bank account the particulars of which shall appear on the Tax Invoice or at such other place Gundle Plastics may designate in writing.
- 17.3. Notwithstanding delivery of the goods, ownership of the goods shall remain with Gundle Plastics until payment in full for the goods in question.
- 18.1. The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension for payment shall be given to the Customer unless agreed to by Gundle Plastics in writing and signed by the Customer and a duly authorized representative of Gundle Plastics.
- 18.2. The Customer is not entitled to set off any amount due to the Customer by Gundle Plastics against any indebtedness of the Customer to Gundle Plastics.
- 18.3. All discounts and / or rebates shall be forfeited if payment in full is not made on the due date for payment.
- 19.1. The Customer agrees that the amount due and payable to Gundle Plastics may be determined and proven by a certificate issued and signed by any director or manager of Gundle Plastics. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 19.2. Any printout of computer evidence tendered by either party shall be admissible evidence and neither party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.
- 19.3. Any amount not paid by the Customer on the due date for payment thereof shall bear interest at the maximum rate of interest permissible in law and should there be no restriction on such rate of interest, at a rate equal to 5% above the prime bank overdraft rate.
20. Gundle Plastics shall be entitled to withdraw or reduce credit facilities afforded to the Customer at any time in its sole discretion.
21. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Gundle Plastics in the goods.
22. The Customer shall be liable to Gundle Plastics for all legal expenses on the attorney-and-own-client scale incurred by Gundle Plastics in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Gundle Plastics may demand.
23. The Customer agrees that no indulgence whatsoever by Gundle Plastics will affect the terms of this Agreement or any of the rights of Gundle Plastics and such indulgence shall not constitute a waiver by Gundle Plastics in respect of any of its rights herein. Under no circumstances will Gundle Plastics be estopped from exercising any of its rights in terms of this Agreement.
24. The Customer hereby consents that Gundle Plastics shall have the right to institute any legal action in either the Magistrate's Court or the High Court at its sole discretion. The South African courts shall have exclusive jurisdiction in any litigation between parties arising from whatsoever cause.
- 25.1. Any notice or document shall be deemed to have been duly delivered to the Customer (i) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (ii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iii) within 48 hours if sent by overnight courier or (iv) within 7 days of being sent by surface mail; or (v) within 24 hours of being e-mailed to any e-mail address provided by the Customer.
- 25.2. The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).
- 25.3. The Customer undertakes to inform a designated representative(s) of Gundle Plastics in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Gundle Plastics reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
- 25.4. The Customer hereby consents to the storage and use by Gundle Plastics of the personal information that it has provided to Gundle Plastics for establishing its credit rating and to Gundle Plastics disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Gundle

- Plastics will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
- 25.5. The Customer hereby consents that Gundle Plastics can provide personal information of the Customer to third parties, if the Customer has indicated Gundle Plastics as a trade reference to third parties and the Customer agrees that Gundle Plastics will not be liable for the good faith disclosure of any of this information to such third parties.
  26. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue to be of full force and effect.
  27. Any order is subject to cancellation by Gundle Plastics due to acts of God or any circumstance beyond the control of Gundle Plastics, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
  28. Any order is subject to cancellation by Gundle Plastics if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
  29. This Agreement and its interpretation is subject to South African law.
  30. Where Gundle Plastic has furnished a quotation to the Customer, the following terms will apply
    - 30.1. Subject to clause 28.3, the price(s) quoted will remain valid for a period of 7 (seven) days from the date of the quotation;
    - 30.2. All quotations are subject to the availability of the goods and production facilities;
    - 30.3. The prices quoted are subject to any increases in the cost of raw materials and currency fluctuations (if applicable) before manufacture of the goods.
    - 30.4. E & OE.

***The above conditions have been read, understood and accepted by the duly authorized on behalf of the Customer and / or as the Customer.***