

STANDARD TERMS AND CONDITIONS OF SALE

PLEASE MAKE SURE THAT YOU UNDERSTAND AND AGREE TO THE PROVISIONS OF THESE STC'S AND IN PARTICULAR, THE PROVISIONS WHICH HAVE BEEN SPECIFICALLY DRAWN TO YOUR ATTENTION.

- All goods which you buy from ASK Chemicals South Africa (Pty) Ltd ("ASK Chemicals", "we" or "us") are sold to you on these standard terms and conditions of sale ("STC's"). By ordering goods from us, you are deemed to have accepted, and agreed to be bound by, these STC's.**
- We are not bound by your order for the goods until we notify you in writing that we have accepted your order by sending you a written order confirmation.
- Unless we agree otherwise with you in writing, **the price of the goods will be the price of those goods on our price list at the time when we accept your order (including any delivery, tax and other charges, if applicable).** The list price of the goods may exclude VAT, which you must pay to us at the applicable rate. Any new or additional taxes, delivery or other charges not already included in the price of the goods will be for your account.
- We will send you a monthly statement for the amount which you owe us for the goods. The price, quantity and quality of the goods which we supply to you is confidential and may not be disclosed to any third party unless required by law, or by ASK Chemicals.
- Payment of the amount on the statement must be made **in full by electronic funds transfer into our nominated bank account within 30 days after the date of the statement, or any other period agreed with ASK Chemicals in writing.** **We do not accept any risk relating to payments.** It is your responsibility to ensure that we receive the payment. Your liability to us will only be discharged when we receive as freely available funds in our bank account the full amount due.
- We may charge interest on all overdue amounts at the 1.5% above the published prime rate of interest from time to time, of Nedbank Limited.**
- If we (or our agent) deliver the goods to you, delivery takes place when we (or our agent) begin unloading the goods at the delivery address set out in your order. If you (or your agent) collect the goods from our premises, delivery takes place when we begin loading the goods on collection at our premises. **Although we will try to deliver the goods to you by the delivery date requested in your order, we are not bound to do so. We are not liable for any loss or damages of any nature which you may suffer as a result of any delay in the delivery of the goods which you have ordered.** You may not cancel an order as a result of any delivery delay. ASK Chemicals may deliver the goods to you in more than one instalment.
- We may deliver to you an excess or deficiency of up to 10% of the weight or volume (as measured by us) of the goods you have ordered. You must pay for the quantity of goods actually delivered to you.**
- If you refuse to accept delivery of the goods which you have ordered, ASK Chemicals may claim from you as damages, payment of the price of the goods which you have not accepted. **You agree to indemnify ASK Chemicals for any loss or damages which ASK Chemicals may suffer as a result of your refusal to accept delivery of the goods.**
- All risk in, and to, the goods will pass to you on delivery of the goods to you in accordance with these STC's.** We own all the goods which we supply to you until we receive, as freely available funds in our bank account, full payment for those goods, including any delivery or other applicable charges.
- You may sell the goods which you have received from ASK Chemicals before you have paid ASK Chemicals for those goods. **You hereby cede to ASK Chemicals as security for payment of the goods which you have purchased from ASK Chemicals, your right to claim payment from any third party for goods supplied by ASK Chemicals and sold to such third party.**
- You warrant that the goods you purchase from us are for your own consumption. You may not without ASK Chemicals's prior written consent, advertise for sale or sell through any internet website, or otherwise, any goods which ASK Chemicals supplies to you. ASK Chemicals may give its consent subject to any terms and conditions which it considers appropriate.
- You warrant that you are not more than 50% directly or indirectly owned by one or more persons listed on any prohibited persons list published by the U.S Departments of Treasury, Commerce or State.

14. You warrant that the goods purchased from ASK Chemicals will be used for non-military, peaceful purposes and will not be transferred to Sudan, Iran, Syria, North Korea, Crimea or any other U.S. embargoed destination.
15. All goods which we sell to you are sold VOETSTOOTS and are deemed to be supplied in good condition, free of any defects and compliant with ASK Chemicals's specifications at the time of manufacture. We do not warrant that the goods you elect to purchase are suitable for your intended purpose. You will not have any claim against us for a shortage in the quantity of, or defect in, the goods delivered to you unless you notify us in writing of the shortage or defect within 72 hours after the date when the goods were delivered to you. We are not liable for any defects of any nature in any goods which you have cut, processed or treated in any way or which are sold to you as substandard, rejects or seconds. You may not withhold payment in respect of any goods which you claim are defective.
16. Our goods are supplied with Material Safety Data Sheets. You must ensure that every person (including your employees, agents, contractors and customers) who may be exposed to product-related hazards associated with the goods is given a copy of the applicable Material Safety Data Sheet.
17. You must dispose of the goods you purchase from us in accordance with applicable laws.
18. INDEMNITY: You indemnify us against any claims made against us by any third party arising out of, or in connection with, any goods which we supply to you, and/or the use of those goods, including your failure to provide copies of Material Safety Data Sheets as provided in clause 16, and your failure to dispose of the goods lawfully.
19. BREACH: We may suspend any delivery of goods to you, cancel any order and/or stop granting you credit and claim payment of all amounts which you owe to us, if:
 - 19.1 you fail to pay any amount which you owe to us by the due date for payment; or
 - 19.2 any material information which you give to us in any application for credit is incorrect, or you fail to disclose all of the required information.
20. NO LIABILITY: We are not liable to you for any consequential, special or indirect damages which you may suffer in any way arising from, or in connection with, these STC's or the goods which we supply to you. Any other claim which you may have against us arising in any way from, or in connection with, the goods supplied, is limited to the cost of replacing those goods or refunding you the price which you paid for them.
21. GENERAL: These STC's constitute the **whole agreement** between the parties containing all of the express provisions agreed on by the parties with regard to the subject matter hereof.
22. **No variation, addition to, deletion from or cancelling of these STC's (including this clause) and no waiver of any right under these STC's shall be effective unless in writing and signed by or on behalf of both parties.**
23. NO CESSION: You may not without ASK Chemicals's prior written consent, cede, assign or otherwise transfer any of your rights or obligations in terms of these STC's to a third party.
24. LEGAL COSTS: If you breach these STC's, whether or not we institute legal action against you, **you undertake to pay, on demand, all legal costs which we incur in attempting to recover any late payment from you, on an attorney and client scale.**
25. LAW AND JURISDICTION: These STC's are subject to **South African law**. You consent to the jurisdiction of the Magistrate's Court in respect of any action arising out of these STC's or the goods which are supplied to you. **You agree to comply with all laws applicable to these STC's and the supply of goods to you.**
26. ADDRESS FOR NOTICES: Unless the parties agree otherwise in writing, all notices and documents must be delivered by hand or electronic mail to you at the addresses set out in your credit application form (if applicable) or otherwise selected by you on written notice to ASK Chemicals, and to ASK Chemicals at 45/47 Potgieter Street, Alrode, 1451, Johannesburg, South Africa; email: AR-SA@ask-chemicals.com. Any notice or communication shall if delivered by hand during business hours at that party's selected physical address, be deemed to have been received on the date of delivery; and if emailed to the selected email address, be deemed to have been received on the first business day following the date of transmission.