

**GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES (“Terms”)**

**1. PREAMBLE**

Sasol South Africa Limited is hereafter termed “**SASOL**” and, for the purpose hereof, acts for itself and/or on behalf of the Sasol Company/ies set out in the Purchase Order. The supplier of the Work as described in the Purchase Order is hereafter termed “**SUPPLIER**”. SASOL and the SUPPLIER are collectively referred to herein as the “**Parties**” and individually as the “**Party**”. These Terms, including any attachments hereto, and the Purchase Order for the supply of the Work, constitute the agreement between the Parties (the “**Agreement**”). Defined terms used herein are described in the Schedule, below.

**2. PURCHASE ORDERS**

- 2.1 SASOL will issue a Purchase Order (PO) for the procurement of the Work. Acceptance by SUPPLIER of the PO will constitute acceptance of these Terms.
- 2.2 In the event of any conflict between these Terms and the PO and any other attachments thereto, unless otherwise stated in the PO; these Terms will take precedence.
- 2.3 The PO will be deemed accepted by SUPPLIER upon the first of (a) SUPPLIER making, signing, or delivering to SASOL any letter, form, or other writing or instrument acknowledging acceptance; and (b) any performance by SUPPLIER under the PO.

**3. PAYMENT AND PRICE**

- 3.1 SUPPLIER will submit invoices in a PDF format to [AccountsPayableInvoices@sasol.com](mailto:AccountsPayableInvoices@sasol.com), as soon as possible following Acceptance (defined below).
- 3.2 The invoice will set out in detail the PO, the Work supplied, the period during which the Work was supplied and if applicable, hours spent in supplying of the Work.
- 3.3 SASOL will make payment to SUPPLIER by means of electronic transfer to the SUPPLIER’s nominated bank account within the time period stated in the PO. The SUPPLIER will assume the entire risk where incorrect banking details were provided to SASOL or where changes were made to the SUPPLIER’s banking details without notification to SASOL.
- 3.4 Notwithstanding clause 3.3, the Parties may mutually establish early payment terms on approved invoices based on a Dynamic Discounting sliding scale.
- 3.5 In the event of clause 3.4 applying, the SUPPLIER shall only receive a payment once an Early Payment Date has been approved by SASOL. However, in the event of clause 3.4 not applying, payment of invoices shall only be made in accordance with clause 3.3.
- 3.6 The Parties acknowledge that unless otherwise agreed, the SUPPLIER shall have an option to choose which invoices shall be subject to clause 3.4.
- 3.7 SASOL is entitled to audit all SUPPLIER’s records relating to the provision of the Work. SUPPLIER will keep and make all records available for 7 years after completion of the Work. If overcharging is identified, SASOL may invoice SUPPLIER for all audit costs and

SUPPLIER shall repay any amount overcharged to SASOL within 10 days of receipt of SASOL’s invoice.

- 3.8 The Price excludes Sales Tax; however, to the extent that Sales Tax may be applicable to the amounts invoiced by the SUPPLIER, the SUPPLIER shall provide a Sales Tax invoice to SASOL, together with all additional forms and documentation in accordance with applicable law(s).

**4. SUPPLIER WARRANTIES AND REPRESENTATIONS**

- 4.1 SUPPLIER warrants that (a) it has, and will acquire at its cost, all the necessary equipment, material, licences, permits, registration certificates, or other administrative authorisations required by applicable law(s), infrastructure, services, resources and personnel required to supply the Work to SASOL’s satisfaction in accordance with the relevant PO and the Agreement; (b) it has the experience, ability, expertise and means to supply the Work; (c) it will supply the Work in a good, professional and workmanlike manner in accordance with recognised industry best practice for the provision of similar services and other policies, standard or guidelines of SASOL; (d) it has the capacity and authority to enter into and perform in terms of the Agreement; (e) it will immediately notify SASOL of any conflict of interest between its obligations under the Agreement and its obligations to third parties; (f) it, its employees and sub-contractors have familiarised themselves with, and will comply with all the SHE Requirements and the Responsible Care<sup>R</sup> Management Practice Standards relating to the Work and, where applicable, relating to the Locations(s); and (h) it will not, in respect of any of its employees, act in contravention of any collective agreement, arbitration award and any legislation governing the conditions of employment.
- 4.2 In addition to the warranties above, SUPPLIER warrants that (a) the Work will comply with the standards having legally binding effect or as adopted by SASOL and advised to the SUPPLIER, fit for purpose, free of defects and comply with the specifications stated in the PO; and (b) the Work will be free from all defects for a period of 12 months after installation and commissioning or such period as specified in the Scope of Work.
- 4.3 SUPPLIER acts as an independent contractor and neither SUPPLIER nor SUPPLIER’s Contractors are deemed to be either expressly or impliedly employees of the Sasol Group of Companies.
- 4.4 SUPPLIER will, at its sole cost and risk, keep in its custody and care material brought by it onto a SASOL site or Location to supply the Work; and material supplied by SASOL (or its suppliers) to the SUPPLIER free of charge for any part of the Work.
- 4.5 When SUPPLIER is required by SASOL and/or applicable law(s) to comply with Government policies which specify the preferential procurement of domestic services, SUPPLIER shall use its best endeavours to procure the services sourced from the domestic market, provided that these services are (a) of the same standard and quality, (b) will be available at the required time and (c) are not more than 10% more expensive compared to the services from outside the domestic market.

**5. CHANGE OF WORK**

The Scope of Work, but not the nature thereof may be subject to changes by additions, deletions or revisions thereto by SASOL at its sole discretion, and SUPPLIER will be advised by SASOL of such changes by means of written change orders. For clarity, SUPPLIER will not provide any type of Work to SASOL in terms of the Agreement (including any change order) other than the nature of the Work stated in the relevant PO.

## 6. DELIVERY

- 6.1 The SUPPLIER will complete or deliver the Work no later than the due date(s) as agreed in the Scope of Work ("**Due Date(s)**") and shall promptly notify SASOL if unable to meet the Due Date.
- 6.2 Time shall remain of the essence in respect of the performance by the SUPPLIER of its obligations under the Agreement.
- 6.3 If SUPPLIER fails to supply Work by the Due Date SASOL may, at its sole discretion summarily terminate the PO without prejudice.

## 7. INSPECTION AND REJECTION OF WORK

- 7.1 SASOL may inspect and assess the Work at the Location, including SUPPLIER's facilities, personnel/labour, equipment, licences, permits, and SUPPLIER will make available all information and documentation necessary to enable SASOL to determine the progress and quality of the Work.
- 7.2 If on inspection the Work does not comply with the Agreement ("**Defective Work**") SUPPLIER will, on or by a date specified by SASOL and at SASOL's option, either redo, replace, repair, adjust, or modify the Defective Work ("**Remedied Defect**") (or any part thereof as specified by SASOL), free of any costs and expenses to SASOL.
- 7.3 SUPPLIER's warranties and obligations provided under the Agreement will extend and apply to such Remedied Defect.
- 7.4 SASOL reserves the right to accept or reject the Defective Work or Remedied Defect. If SASOL rejects the Defective Work and/or Remedied Defect (collectively "**Rejected Work**"), SASOL will notify SUPPLIER in writing of such rejection and require the removal of the Rejected Work within 7 days from date of such notification. The Rejected Work may not be removed from SASOL's premises without a dispatch advice issued by SASOL.
- 7.5 Should SUPPLIER fail to collect the Rejected Work within 7 days or as prescribed in the notice, SASOL may dispose of the Rejected Work as it deems fit and SUPPLIER shall be responsible for all costs incurred by SASOL in relation to such disposal.
- 7.6 SASOL's inspection or lack of inspection of, or failure to inspect, the Work, will in no way release SUPPLIER from its obligations and warranties given in terms of the relevant PO and the Agreement.
- 7.7 Final acceptance of the Work by SASOL will only occur and be effective after acceptance of delivery, inspection, and subsequent issuing of a notice of acceptance, or equivalent thereof by SASOL ("**Acceptance**").
- 7.8 Any Acceptance by SASOL of the Work will always be subject to SASOL's rights and remedies in terms of the

Agreement and will not relieve SUPPLIER from any of its obligations, warranties and indemnities.

- 7.9 Ownership, custody and risk, save for warranties, to the Work will only pass to SASOL upon Acceptance. SUPPLIER hereby warrants that it will at all times pass ownership, title and rights to SASOL in relation to the Work free of any liens or encumbrances.

## 8. CONFIDENTIAL INFORMATION

- 8.1 By virtue of its association with SASOL, SUPPLIER may come into possession of and have access to information of a confidential nature embodied in the technical knowledge, specifications, chemical make-up, materials and/or other communications, in tangible or intangible form, relating to or useful in connection with the feedstock, products, catalyst, waste emissions, markets, business and/or the design, construction or operation of the facilities of SASOL or any of its Affiliates ("**Confidential Information**").
- 8.2 SUPPLIER undertakes that, except as authorised in writing by SASOL beforehand, it shall, at all times during and after the termination/expiry of the Agreement (a) keep all Confidential Information confidential, (b) not disclose, in whole or in part, any Confidential Information to any third party, and (c) not use the Confidential Information for any purpose otherwise than as contemplated by and subject to the terms of the Agreement.
- 8.3 The commitments set forth in clause 8.2 will not extend to any portion of Confidential Information which SUPPLIER can establish (a) is known to SUPPLIER prior to the receipt from SASOL or is generally available to the public; (b) after disclosure, through no action or inaction of SUPPLIER, becomes generally available to the public; (c) corresponds to information furnished to SUPPLIER on a non-confidential basis by a third party having a bona fide right to do so; or (d) has been independently developed by SUPPLIER.

## 9. INTELLECTUAL PROPERTY

- 9.1 In the event that SUPPLIER supplies the Work exclusively for SASOL, SUPPLIER hereby cedes, transfers and assigns to SASOL all Intellectual Property in the Work. Such Work shall constitute Confidential Information of SASOL.
- 9.2 In the event that SUPPLIER does not supply the Work exclusively for SASOL, SUPPLIER hereby grants to SASOL (and its Affiliates) an irrevocable, royalty free extendable licence to use the Work including all Intellectual Property embodied therein for any purpose whatsoever.
- 9.3 The SUPPLIER hereby grants to SASOL (and its Affiliates) an irrevocable, royalty free, extendable licence to use the Ancillary Material including all Intellectual Property embodied therein for any purpose whatsoever.
- 9.4 SUPPLIER represents and warrants that (a) in the case of clause 9.1 applying, it has good, unencumbered title and ownership to such Intellectual Property and is entitled to transfer and assign to SASOL (and its Affiliates) such title and ownership pursuant to the Agreement; (b) in the case of clause 9.2 or 9.3 applying, it has obtained all approvals, licences, and authorisations necessary to grant the licence to use such Intellectual Property pursuant to the Agreement; and (c) it is not aware of any existing, valid and enforceable third party Intellectual

Property rights that may be infringed by supplying the Work to SASOL and, use thereof by Sasol (and its Affiliates).

- 9.5 In the event of infringement/misappropriation of third party Intellectual Property rights through supplying the Work to SASOL (and its Affiliates) and, use thereof by SASOL (and its Affiliates), SUPPLIER shall pay all royalties and expenses and be liable for all such claims (including claims of infringement of Intellectual Property rights) and costs relating to the supply of the Work, and use thereof.

## 10. COMPLIANCE

- 10.1 SUPPLIER acknowledges that it has taken note of, and will comply with SASOL's compliance requirements stipulated in <http://www.sasol.com/suppliers/contract-terms-and-conditions> with regard to (a) Bribery and Corruption, (b) Sanctions, (c) Broad-Based Black Economic Empowerment (to the extent that Work is performed in South Africa), (d) Safety, Health and Environment requirements (to the extent that Work is performed at a Location governed as a SASOL site), (e) Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 ("OHS Act"). (to the extent that Work is performed at a Location governed as a SASOL site in South Africa) (f) Supplier Industrial Relations Procedure (to the extent applicable to the Supplier), and (g) Sasol Supplier Code of Conduct and accepts the responsibilities of its duties as set out in the OHS Act and undertakes to ensure that all Work will be executed in accordance with both the OHS Act and the SHE Requirements.
- 10.2 The SUPPLIER acknowledges that: (a) it is an employer in its own right and will not provide any of its employees to SASOL to supply Work under the control and supervision of SASOL, unless explicitly stipulated in the PO; (b) while performing the Work on SASOL's premises it is solely responsible for its employees, sub-contractors, agents and the like.
- 10.3 The SUPPLIER shall conduct its business in accordance with the principles of the Sasol Human Rights Policy, as published on Sasol's website and as amended from time to time, and at a minimum, ensure compliance with all applicable laws concerning the prohibition of (a) slavery and slavery-like practices including child labour and forced labour; and (b) the infringement of other internationally recognised human rights.

## 11. TERMINATION

- 11.1 SASOL may summarily terminate the Agreement for cause if SUPPLIER (a) is in breach of any applicable law(s) and/or the SHE Requirements; (b) is sequestered or liquidated, or commits any act of insolvency or is placed under business rescue; (c) breaches any warranty provided in the Agreement; or (d) is in breach of any of the provisions of the Agreement and such breach is not remedied within 10 days from the date of receipt of notice in writing from SASOL specifying the breach and requiring the same to be remedied.
- 11.2 SASOL may in its sole discretion summarily terminate the Agreement by giving SUPPLIER a prior written notice ("Early Termination"). SUPPLIER will immediately cease the supply of the Work as at the date specified in such notice. In such event, SASOL will only reimburse SUPPLIER for the Work accepted and will not have any further liability in terms of the relevant PO or the

Agreement, unless otherwise agreed to by the Parties in writing.

- 11.3 Termination or expiry of the relevant PO or the Agreement will not release either of the parties from any obligation, indemnity or warranty which arose prior to termination.
- 11.4 If SUPPLIER is dissolved for purposes of restructuring or amalgamation, the Agreement may not be terminated and will be binding on the restructured company or the company arising from the amalgamation, unless SASOL elects to terminate.

## 12. INDEMNITIES

SUPPLIER indemnifies SASOL including its Affiliates and their directors, employees, agents and representatives ("Indemnified Party") and holds it harmless against all liabilities, costs, expenses, damages, compensation and losses including such legal and attorneys' fees as between attorney and client suffered or incurred by the Indemnified Party, caused by the acts or omission of SUPPLIER, its employees or sub-contractors ("Other Party") or arising out of the Other Party (a) failing to comply with applicable laws or the SHE Requirements, including any industry code/practice applicable to the Work; (b) polluting or damaging the environment, including the costs of clean-up and rehabilitation, relating to the supply of the Work; (c) causing the death or personal injury of any person and arising out of the supply of the Work; (d) damaging, loss of or destruction of any property arising out of the supply of the Work; (e) causing any third party claim against the Indemnified Party arising out of or in connection with the supply of the Work; (f) breaching any acts relating to corruption; and (g) breaching the warranties in clause 4.

## 13. INSURANCE

The SUPPLIER will procure and maintain (at its cost) for the duration of this Agreement comprehensive third-party public liability insurance cover with a total aggregate cover specified in the PO.

## 14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 The Agreement will be governed, constituted and interpreted in accordance with the laws of South Africa.
- 14.2 In the event of any controversy or claim arising out of or in connection with the Agreement ("Dispute") arising between the parties, such Dispute will in the first instance be referred to duly authorized senior representatives of each of the parties for resolution. If such Dispute is not resolved within 30 days from date of referral, either party may refer the Dispute to arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration will, unless otherwise agreed, be held in Johannesburg. The award of the arbitrator will be final and binding upon the parties and may be entered as a judgment in any court having jurisdiction. These provisions will not prevent either party from approaching any court or other judicial forum having jurisdiction to obtain timely injunctive or other relief in cases of urgency or semi urgency.

## 15. ADDRESSES FOR NOTICES

The Parties choose the following addresses for purposes of giving and receiving of any legal notices and the serving of any legal process:

SASOL: Sasol Shared Services Centre – Block A  
Cnr. PdP Kruger and Synfuels Road, Secunda,  
Mpumalanga, 2302 (Internal Reference: R7-BD-02)  
E-mail: [CategoryManagement.LegalNotices@sasol.com](mailto:CategoryManagement.LegalNotices@sasol.com)

SUPPLIER: The address that appears on the PO.

## 16. CONSEQUENTIAL DAMAGES

Neither Party will be responsible under any circumstances for or held liable for consequential damages, indirect damages, loss of work, loss of profit, and/or business interruption however same may be caused.

## 17. SUB-CONTRACTING, CESSION AND DELEGATION

17.1 SUPPLIER will not subcontract the Work in whole or in part, to any third party without first declaring to SASOL its intention to take such action and without obtaining the prior written consent of SASOL.

17.2 SUPPLIER will not cede, delegate or assign any of its rights and/or obligations in terms of the Agreement in whole or in part to any third party without first declaring to SASOL and obtaining SASOL's prior written approval.

## 18. GENERAL

18.1 The Agreement constitutes the sole and entire record of the agreement between the Parties with regard to the supply of the Work.

18.2 No variation of this Agreement will be of any force or effect except as may be specifically agreed to in a subsequent writing executed with the same formalities as this Agreement.

## 19. FORCE MAJEURE

19.1 If a Party ("Affected Party") is prevented from carrying out any of its obligations in terms of the Agreement as a result of Force Majeure, to the extent and for so long as the Affected Party is prevented from performing in terms of the Agreement, the Agreement will be suspended.

19.2 As soon as the Affected Party becomes aware that a Force Majeure event is likely to occur or has occurred, it will immediately notify the other Party in writing setting out in detail the extent and duration of the Force Majeure event or required suspension period. The Affected Party will immediately notify the other Party as soon as the Force Majeure event ceases. The Affected Party shall then be excused from performance of its obligations to the extent that it is unable to perform those obligations as a result of Force Majeure and neither Party shall be entitled to terminate the Agreement other than in accordance with clause 11 of the Agreement and/or claim damages, penalties or other compensation from the Affected Party as a result of such Party's failure to perform.

19.3 Each Party shall then take reasonable steps to prevent, limit and minimise the effects of the Force Majeure on the performance of its obligations under the Agreement. The applicability of this clause 19 shall to the extent possible be directed towards the performance of all obligations of the Affected Party under the Agreement for the period of the Agreement.

19.4 Where the Force Majeure event continues for an uninterrupted period of 3 months, either Party may terminate the Agreement on 10 days written notice.

19.5 Neither Party shall be obliged to counter-perform any obligation where performance of the Affected Party has not taken place due to Force Majeure.

## 20. SUSPENSION OF WORK

20.1 SASOL will be entitled to suspend the Work with prior written notice for a period specified by SASOL ("**Suspension of Work**").

20.2 SUPPLIER will upon receiving SASOL's notice of Suspension of Work promptly suspend the Work or any part thereof, to the extent specified by SASOL, and will for the duration of such suspension properly maintain, care for, and protect the materials, supplies, consumables and equipment required to execute the Work. SUPPLIER will also use its best efforts to utilise its material, labour, consumables and equipment in such a manner as to mitigate costs associated with the Suspension of Work.

20.3 If compliance with the notice of Suspension of Work will affect the Price or the Due Date(s), SUPPLIER will furnish to SASOL in writing the potential detailed cost and effect on the Scope of Work and the Price.

20.4 If the period of Suspension of Work exceeds an interrupted period of 180 (one hundred and eighty) days or an uninterrupted period of 90 (ninety) days, either Party will have the right (subject to the other provisions of this Agreement) to terminate this Agreement and/or relevant PO.

20.5 In the event that the notice of Suspension of Work is issued due to SUPPLIER's act, omission or breach of Agreement and/or relevant PO, SUPPLIER may not claim any compensation.

## SCHEDULE: TERMINOLOGY

**Affiliate:** With respect to a Party, any corporate entity with legal personality that controls, is controlled by, or is under common control with such Party. An entity will be regarded as being in control of another entity if it owns, directly or indirectly, or is entitled to exercise, directly or indirectly, the votes attaching to at least 50 % of the equity share capital of the other entity, or if it possesses, directly or indirectly, the power to determine the composition of the majority of the board of directors of the other entity.

**Ancillary Material:** All manuals, reports, analyses, documents, designs, drawings, solutions, specifications and data prepared or supplied by the SUPPLIER incidental to the Work to SASOL.

**Dynamic Discounting:** A mechanism which facilitates accelerated payments on approved invoices within discount rates as mutually agreed by the Parties from time to time.

**Early Payment Date:** A new payment date requested by SUPPLIER as per the SASOL Dynamic Discounting process and rules.

**Force Majeure:** Is an event that is not within the Affected Party's reasonable control or which could not reasonably have been foreseen at the time the Agreement came into effect, or if foreseen, could not reasonably have been avoided including acts of God, plague or other serious epidemic, war whether declared or not, hostile act of foreign enemy, revolution, riots, strikes or other protestor action which are part of or directly related to any

more widespread or general strikes or other industrial action, civil or military insurrection, act of terrorism, sabotage, radiation or chemical contamination, ionising radiation, political disturbances, natural disasters such as earthquakes, fires, floods and storms, acts or omissions by governments (central, federal, regional, provincial, local), municipal and state organs or public authorities, terrorism or sabotage, denial of the use of railway or other means of public transport.

**Government:** A government entity or department, agency, authority or instrumentality thereof of any level (federal, state, regional, county or municipal); an organisation authorised by the local government to perform government functions; and/or, an entity owned or controlled by such bodies.

**Intellectual Property:** All products of human intellect and shall include, without limitation, that which is contained or described in any trade-marks, service marks, trade names, domain names, logos, get-up, patents, provisional patents, innovation patents, petty patents, inventions (whether patentable or not), know-how, (including formulations, processes, technical information, confidential industrial and commercial information and techniques in any form), utility models, designs, copyrights, semi-conductor topographies, databases, any new or existing compilation of any data or information not covered under any existing copyrights, as well as any confidential information relating to that subject matter.

**Location(s):** The place, sites or premises where SUPPLIER will supply the Work (or part thereof) as stipulated in the PO and/or Scope of Work or if omitted from the PO and/or Scope of Work, the place, sites or premises as will be notified by SASOL.

**Price:** With regard to local orders, the contract price set out in the relevant PO which will be fixed and firm, and for all import orders, unless otherwise stipulated in the PO, will be adjusted by SASOL taking into account the presiding exchange rate as at date of shipment.

**Purchase Order(s) or PO's:** Any separate contract document(s) issued by SASOL indicating the nature/details of the transaction.

**Responsible Care<sup>®</sup> Management Practice Standards:** The accepted standards, as amended from time to time, applied within the Chemical Industry and subscribed to by SASOL or such other standard as may be applicable in the country where the Work is supplied, including but not limited to (a) the protection of the health and safety of persons working at or in the vicinity of SASOL's premises or any other premises applicable in respect of the SUPPLIER's obligations under the Agreement; (b) the protection of the health and safety of persons working at or in the vicinity of SASOL's premises or any other premises applicable in respect of the SUPPLIER's obligations under the Agreement; (c) the prevention and minimization of incidents arising from the supply of the Work and the improvement of applicable emergency response systems relating thereto; (d) responsible waste management, prevention of pollution and reduction of the generation of waste; (e) the prevention and control of incidents; and (e) the prevention and minimisation of danger or damage to the public, property and the environment.

**Sales Tax:** Any tax imposed by any Government, taxing or other authority on transactions such as the sale of goods and the performance of services, including importation, commonly referred to, for example, as value added tax, goods and services tax or general sales tax or any other similar taxes.

**Sasol Group of Companies:** Sasol Limited and all its Affiliates.

**Scope of Work:** The scope of the Work as described in the relevant PO.

**SHE Requirements:** Any specific requirements, as may be specified by SASOL in relation to performing the Work, from time to time, including specific requirements in relation to safety, health, environment, security, emergency response and incident management. It includes relevant site access, security and other SHE procedures/ requirements/ standards to the extent that Work is performed at a Location which is governed as a SASOL site.

**SUPPLIER's Contractors:** Any agents, representatives, suppliers, advisors, contractors or sub-contractors contracted with the SUPPLIER to supply the Work.

**Work:** The services, deliverables and/or goods/materials supplied by SUPPLIER strictly in accordance with the specifications as set out in the relevant PO.