

HIMA CEMENT LIMITED

STANDARD TERMS AND CONDITIONS APPLICABLE TO THE SALE OF GOODS AND THE PROVISION OF SERVICES

(Cash and Credit Transactions)

The Company's quotation or tender or verbally communicated offer for the sale of Goods and the provision of Services and any contract resulting therefrom shall be subject to the following terms and conditions which shall apply to the exclusion of all other terms and conditions, whether express or implied, unless the Company specifically agrees in writing to accept any variation hereto. The Customer, by accepting delivery of any Goods or the rendition of any Service pursuant hereto, acknowledges that no terms and conditions which the Customer purports to attach to its acceptance, nor any terms and conditions which might have been attached to the Customer's order, shall be binding on the Company and the Customer agrees that all such conditions shall be deemed to have been substituted by these terms and conditions.

SECTION A: STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL TRANSACTIONS (GOODS AND SERVICES)

1. DEFINITIONS	3. PAYMENT TERMS
<p>1.1. "Agreement" means the Application including the terms and conditions and any additions or amendments to this Agreement.</p> <p>1.2. "Application" means the Application by the Customer to purchase Goods on credit.</p> <p>1.3. "Application" means the Application by the Customer to purchase Goods on credit or on non-credit terms from the Company and that is attached to these terms and conditions.</p> <p>1.4. "Company" means Hima Cement Limited.</p> <p>1.5. "Customer" means any person, with whom the Company concludes an Agreement for the sale of any Goods or the provision of any Services.</p> <p>1.6. "Goods" means any tangible object supplied by the Company to the Customer in terms of this Agreement.</p> <p>1.7. "Price" means the Price agreed between the Company and the Customer for the Goods and/or the Services, together with value added tax thereon.</p> <p>1.8. "UNBS" means the Uganda National Bureau of Standards.</p> <p>1.9. "Services" means the Services provided by the Company to the Customer in terms of this Agreement.</p>	<p>3.1. In return for the supply of the Goods and Services the Customer agrees to pay the Company the Price as set out in more detail in the quotation.</p> <p>3.2. In the event that the Company has granted the Customer credit facilities in writing, the Price shall be paid by the Customer, without deduction or set-off of any claims of the Customer against the Company, within the agreed period from the date of the Company's statement of account. However, if a payment day falls on Saturday, Sunday or public holiday, payment must be made on or before the preceding business day.</p> <p>3.3. The Company reserves the right to withdraw or amend any credit facilities at any time which may have been granted to the Customer and to require the Customer to furnish guarantees that are acceptable to the Company for its current or future obligations.</p> <p>3.4. The Company may charge the Customer interest on any overdue amount at the prime overdraft rate of its main banker plus 5% per month or part thereof, calculated from the due date. A certificate signed by any manager of the aforesaid bank (whose authority and appointment it shall not be necessary to prove) as to the prime overdraft rate prevailing from time to time shall constitute sufficient evidence of proof for that rate.</p> <p>3.5. Should the Customer fail to clearly indicate to the Company by means of a remittance advice which items appearing on the Company's statement it is paying, the Company reserves the right to apply such payment by the Customer to those items in respect of which payment has been overdue for the longest time. The customer accepts that in such instances the company is not at liberty to furnish the customer with an account reconciliation.</p> <p>3.6. Payment must be made for the total amount that the Customer owes the Company as set out on the invoice(s) and statements issued to the Customer.</p> <p>3.7. Should any amount not be received by the Company on or before due date, all other amounts payable and due by the Customer to the Company, shall immediately (and without notice to the Customer) become both due and payable.</p> <p>3.8. The Customer shall not be entitled to withhold payment for any reason whatsoever notwithstanding that any dispute may be pending between the parties nor shall the Customer be entitled to make any deduction from the Price or to set off any alleged claim against the amounts due by the Customer to the Company.</p> <p>3.9. In addition to the rights of the Company above, if the Customer:</p> <p>3.9.1 does not pay the Company on time;</p> <p>3.9.2 commits a material breach of this Agreement;</p> <p>3.9.3 does not pay the required full amount in advance; then the Company may suspend any supply of Goods or provision of Services until the Customer has paid or remedied the breach to the satisfaction of the Company.</p> <p>3.10 A payment is considered effected when reflected in the Company Bank statement/account.</p>
<p>2. ORDERS, COMMENCEMENT AND DURATION OF THIS AGREEMENT</p> <p>2.1 By placing an order with the Company or making an Application for credit terms, the Customer agrees to enter into an Agreement with the Company for the supply of Goods and Services. If so, this Agreement will begin and be binding on the Customer when the Company:</p> <p>2.1.1 accepts the order or the Application as the case may be; and</p> <p>2.1.2 supplies the Goods or Services to the Customer.</p> <p>2.2 The Company will only accept an order from a Customer, if it is reduced to writing, reflecting the Customer's official business address, contact details, the purchase order number, the date and description of the Goods being ordered, the quantities and the name of the person placing or authorizing the purchase order. This document is commonly known as a Local Purchase Order or LPO in Uganda and is either handed over the Company's sales representative or send electronically to the Company's Customer call centre or hand delivered to the Company's registered address.</p> <p>2.3 This Agreement shall, subject to the provisions of clause 7 continue for an indefinite period.</p>	

4. QUOTATIONS

- 4.1. Any quotation by the Company is open for acceptance for a period of 30 days from the date appearing on the quotation, unless revoked earlier in terms of written notice to the Customer or otherwise agreed to in writing between the Company and the Customer.
- 4.2. The Price quoted for the Company's Goods or Services will, upon acceptance by the Customer, whether such acceptance is tacit or written, constitute the Price.
- 4.3. The Price quoted by the Company is based on the site location as provided by the Customer. The Company reserves the right to amend the Price quoted should the actual delivered site location be different from the initial site location provided by the Customer.
- 4.4. The quotations shall be come binding on the parties upon confirmation by the company.
- 4.5. Additional goods and services will be the subject of further offers by the company.

5. CERTIFICATE OF INDEBTEDNESS

The Customer acknowledges that a certificate signed by any senior manager of the Company (whose authority and appointment shall not be necessary to prove) shall be sufficient evidence of proof of the amount of such indebtedness to the Company. Such certificate shall be sufficient proof of the Customer's indebtedness for the purposes of provisional sentence and/or summary judgment proceedings against the Customer, or for any other purpose whatsoever.

6. SAFEKEEPING OF CUSTOMER'S ORDERS

The Customer accepts responsibility for the safekeeping and issue of its orders and agrees to pay for orders issued on its behalf and given effect to in good faith by the Company.

7. BREACH AND CANCELLATION OF THE AGREEMENT

- 7.1 If the Customer does not pay any and/or all amounts due to the Company on or before the due date for payment, then, subject to the provisions of clause 7.2, the Company reserves the right to, on notice to the Customer:
- 7.1.1 charge interest on the overdue amount at the interest rate referred to in clause 3.4 calculated from the due date of payment to the date that the actual payment is credited;
- 7.1.2 take action in terms of clause 7.2 of this Agreement;
- 7.1.3 inform any reputable credit bureau (s) of payment default; and
- 7.1.4 suspend the supply of the Goods or provision of Services.
- 7.2 If the Customer commits a breach or if there is a failure by the Customer to comply with any of the terms and conditions of this Agreement and the Customer remains in breach for a period of 7 (seven) working days, after delivery of a written notice to the Customer by the Company requesting the Customer to remedy the breach:
- 7.2.1 the Company will be entitled to immediately cancel this Agreement;
- 7.2.2 the Company will be entitled to immediately charge the Customer for the use of the Goods or Services up to the date of cancellation; and
- 7.2.3 the full outstanding amount shall immediately become due and payable.
- 7.3 In addition to the above remedies and any other rights that the Company has in terms of law, in the event that the Customer does not remedy such breach, the Company shall be entitled to claim damages from the Customer that it may have suffered due to the Customer's breach of the terms and conditions of this Agreement.
- 7.4 Despite the provisions above, either party may cancel this Agreement immediately by giving each 30 days written

Notice to that effect.

8 USE OF CUSTOMER'S INFORMATION

- 8.1 The Customer warrants and guarantees that all information supplied to the Company by the Customer in the Application and in terms of this Agreement is true and correct.
- 8.2 The Customer agrees to inform the Company immediately should there be any change of whatsoever nature in any of its information, including its physical address, previously supplied to the Company.
- 8.3 As and when necessary, the Customer consents to the Company obtaining and/or disclosing the Customer's information supplied to the Company as follows:
- 8.3.1 to either credit grantors and/or credit bureau and/or banks and/or other financial institutions in order to ascertain information relating to the Customer's creditworthiness (before acceptance of this Agreement) and for fraud prevention purposes in order to process any payment transactions necessary for and relative to this Agreement.
- 8.3.2 to attorneys and/or debt collection agencies in the event that the Customer is in breach of this Agreement;
- 8.3.3 to the Company's agents or trade partners and/or consultants and or service providers but only to the extent necessary and in order to allow the supply of the Goods and/or provision of the Services.
- 8.3.4 to the Company's affiliates and/or beneficiaries but only to the extent necessary and in order to allow the supply of any goods and or product and or services to the Customer by such affiliates.
- 8.3.5 for purposes of the Company publishing an internal directory containing the name, address, details and contact numbers of its Customers.
- 8.3.6 The Customer may share Confidential or Personal Information with other Lafarge Holcim affiliates or beneficiaries where necessary in connection with these terms and conditions.
- 8.4 The Company will not disclose the Customer's information to any other person or institution other than as stated under clause 8.3 or if the Company is compelled to do so in terms of law and/or a court of law. The Company hereby undertakes that it will only disclose such information as is required in terms of any law and or a court of law.
- 8.5 The Company shall only collect, use, store or process the information received from the Customer:
- 9.5.1 in compliance with the legislation applicable within the Republic of Uganda;
- 9.5.2 as is necessary for the purposes of these terms and conditions; and
- 9.5.3 in accordance with the lawful and reasonable instructions of the Customer.
- 8.6 The Company hereby confirms that it shall comply with the security and data protection obligations equivalent to those imposed on it in terms of the applicable data protection legislation in Uganda, and failing such legislation, it shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Customer's information in its possession and to protect such information against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damage

9 PRIVATE DEALINGS

The Company shall not be liable to the Customer (or any other Third Party) for any private dealings entered into by the Company's employees and the Customer, as the Company do not condone these unethical practices. Examples of the herein referred to private dealings include, without limitation: arrangement to have money due to the Company effected on individual accounts, kickback arrangements to obtain prices favorable to the Customer, advantage to the Customer or its employees agents etc.

10 WHOLE AGREEMENT

This Agreement constitutes the whole Agreement between the parties and no variation, alteration, deletion of, or addition to these terms will bind the parties unless it is stipulated in writing and agreed to by both parties.

11 EXTENSION OF TIME (ALSO REFERRED TO AS AN INDULGENCE)

No leeway, extension of time or other lenience which the Company may offer to the Customer will in any way prevent the Company for enforcing any of its rights in the future, without notice, by requiring the customer's strict and timely compliance with each term and condition of this Agreement.

12 LEGAL COSTS NOTICES

To the extent permitted by law, should the Company elect to take any legal action against the Customer arising from breach of any terms and conditions of this Agreement where the Company hired the Services of an attorney and/or advocate and/or debt collector and or/tracing agent then the Customer will be liable for all the relevant legal cost and/or expenses incurred on the appropriate scale.

13 NOTICES

13.1 The parties choose their physical addresses as reflected on the Application form as their respective address for service upon it of all notices and process. The parties undertake to notify the other expeditiously of any change to its address.

13.2 Any notice to be served by either party upon the other shall be deemed to have been duly given three days after having been sent to the intended recipient at its last known address by pre-paid post or one day after having been hand delivered or on the same day after email.

14 CESSION (TRANSFER) AND DELEGATION (HANDING OVER)

14.1 The Customer shall not be entitled to transfer any of its rights to any other entity or person (this is known as ceding any of your rights) or transfer any of the Customers obligations or responsibilities to any other entity or person (this is known as delegating or handing over any of your obligations or responsibilities, in terms of this Agreement without the prior written consent of the Company.

14.2 The Company undertakes not to withhold its consent unreasonably.

15 APPLICABLE LAW

15.1 The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Uganda.

15.2 Any disputes that may arise between the Parties from or relating to these conditions of Sale shall be resolved by a single arbitrator appointed by both parties and where the parties fail to agree, appointed by the Chairperson of the Chartered Institute of Arbitrators, Uganda Branch. However, nothing in this clause shall limit either Party's right to seek judicial relief whether interlocutory or otherwise.

16 AMENDMENTS

The Company is entitled on written notice to the Customer, to amend and/or vary the terms and conditions of this Agreement as a result of any new and/or amended law(s), tax(es) and regulation(s). If the Company amends and/or vary the terms and conditions, the Company will notify the Customer at its chosen address of such amended terms and conditions.

17 UNENFORCEABLE PROVISIONS

If any of the terms and conditions of this Agreement are unenforceable, illegal, void, or contrary to public policy then they will be considered to be legally separated from the rest of this Agreement. The rest of the provisions of this Agreement will, however, remain binding and enforceable and in full force and effect.

18 AUTHORITY AND INDEMNITY

The person signing this Agreement warrants that he or she has the necessary authority to enter into this Agreement and hereby indemnifies the Company against any liability, claim, damage or loss that a third party might have arising out of this Agreement.

19 RELATIONSHIP BETWEEN COMPANY AND CUSTOMER

The relationship between the Company and the Customer during the term thereof shall be solely that of vendor and vendee; the Customer shall under no circumstances be deemed an agent or representative of the Company and the Customer shall have no right to enter into any contracts or commitments in the name of/ or on behalf of the Company or bind the Company in any respect whatsoever, unless expressly agreed in writing otherwise.

20 FORCE MAJEURE (Act of God)

20.1 If the Company or the Customer ("the party") is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this agreement by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, government interference or control or any other cause or contingency beyond the control of the party, the party so affected will be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and will not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which the other part may suffer due to or resulting from such delay or failure, provided always that written notice will forthwith be given of any such inability to perform by the affected party.

20.2 The party invoking force majeure will upon termination of such event giving rise thereto forthwith give written notice thereof to the party.

20.3 Should such force majeure continue for a period of more than 90 (ninety) days then either party will be entitled forthwith to cancel this agreement in respect of any obligations still to be performed hereunder.

21. LIMITATION OF LIABILITY

Notwithstanding any other provision herein, the Company's liability arising under or in connection with these terms and conditions whether for breach of contract, by way of indemnity, breach of statutory duty, in tort (including negligence), in equity or otherwise is (to the extent permitted by law) limited and excluded as follows:

(a) the Company's total aggregate liability is limited to a maximum of [100%] of the total contract value; and

(b) the Company will not be liable for any indirect, punitive or consequential losses, including, without limitation, loss of profits, loss of revenue, loss or denial of opportunity, failure to realize expected profits or savings, loss of production, loss of reputation or loss of goodwill

SECTION B: CONDITIONS APPLICABLE TO THE SALE OF GOODS

NB: The terms and conditions set out hereunder are in addition to the "Standard Terms and Conditions Applicable to both Sales and Services transactions" set out in Section A.

21 PRICE

21.1 Unless otherwise agreed in writing, the Goods will be supplied at the ruling price on the date of dispatch or pick up from the factory, depot, quarry, plant or branch.

21.2 Prices are subject to adjustment for any increases in the cost of Goods on and/or delivery that may arise between the date of quotation and the delivery of the Goods, arising directly or indirectly from any cause whatsoever, whether statutory or

otherwise.

22 DELIVERY OF GOODS

- 22.1 Deliveries of Goods will take place between normal working hours of 08h00 to 17h00 Monday to Friday and 08h00 to 12h00 on Saturdays, excluding public holidays. Deliveries outside normal working hours could be subject to and extra charge.
- 22.2 The Company shall endeavour to effect delivery of the Goods on the agreed date and time to the Customer at the Customer's premises or the Customer's nominated delivery site address.
- 22.3 The Company shall not be responsible for delays in delivery or non-delivery of Goods whatsoever due to causes beyond the Company's control (e.g. adverse weather conditions, road congestion, labour-related actions, shortage of stock, delays on the part of subcontracted transport Services), nor will the Company accept liability for damage of for any loss the Customer may suffer pursuant thereto, of whatsoever nature arising from the late delivery or non-delivery of Goods.
- 22.4 Subject to the provisions of clause 22.3 the Customer shall not be entitled to cancel or repudiate any order(s) and/or purchase(s) and/or refuse delivery and/or claim damages and/or set-off payment from the Company due to late and/or defective delivery. The Company's responsibility shall be to notify the Customer expeditiously of the events giving rise to the delay in delivery or non-delivery in circumstances where such delay or non-delivery is expected to extend beyond one day after the time/date or the agreed delivery schedule.
- 22.5 Should adverse weather conditions or site problems necessitate a change in the agreed delivery date of the Goods, the Customer shall advise the Company as soon as possible thereof. The Customer shall, in any event, be liable for the Price of any Goods already batched prior to notification of the delay.
- 22.6 The Customer accepts responsibility and liability for whatever means or method it chooses to adopt for the handling, placing, storage and consolidation of the Goods after discharge from the delivery vehicle. Furthermore, the Customer accepts responsibility and liability for any lack of quality, fault of failure of the Goods resulting from such handling, placing, storage or consolidation of the Goods.
- 22.7 The Customer shall ensure that routes to and from the points of delivery of Goods on site are safe and suitable for the delivery vehicles, and that full and free access is available for the delivery vehicles of the Company or its transport service providers.
- 22.8 The Customer shall ensure that the delivery vehicles of the Company or its transport service providers offload the Goods at the Customer's desired point on the site within 6 hours from the time of arrival. In the event of the Goods being offloaded at an incorrect point due to a fault of the part of the Customer, the Company shall not be liable for any loss arising there from, whether direct, consequential, special or general..
- 22.9 The Customer, its employees or agents shall sign the Company's delivery note, together with the National Identification Number of the person signing such delivery note and this shall constitute sufficient evidence of proof that the type and quantity of Goods recorded thereon was delivered and accepted by the Customer. In the event of a dispute regarding the delivery of the Goods and/or quantity or quality, the onus of proving that the Goods was not delivered and/or that the quantity or quality thereof was not in accordance with the Customer's order, shall rest with the Customer.
- 22.10 Should the Customer decide to utilise its own transport vehicles and or any third party, it shall not hold the Company liable for any damages including loss of time as a result of the use of such transport.
- 22.11 If the Company has any reason in its absolute discretion to be concerned about the creditworthiness of the Customer, the Company shall have the right to suspend and/or withhold deliveries of Goods to the Customer.
- 22.12 Subject to any provision to the contrary herein contained, the Customer shall be entitled to cancel the order or return the Goods (excluding ready-mix concrete) but the Company shall be entitled to charge a cancellation fee or a reasonable fee for the return of the Goods.
- 22.13 The Customer is in terms of the delivery of goods regarded as the owner and generator of any residue returned to the Company.

23 OWNERSHIP AND RISK

- 23.1 Notwithstanding the delivery of any Goods to the Customer, ownership of the Goods shall not pass until the Company has received payment in full in respect of the Price of such Goods. In the event of payment not being timeously affected, the Company reserves the right to recover possession of such Goods immediately, without notice and without the necessity to first cancel the Agreement of sale in respect of such Goods.
- 23.2 Risk in the Goods shall pass to the Customer at the point of delivery of the Goods (i.e. where signed acceptance of the

Goods take place, or in the case of collection of the Goods, on dispatch from the Company's premises.)

- 23.3 Where the Customer has appointed its own transport service provider to effect delivery of the Goods, the Company's responsibility for providing proof of delivery of Goods will be limited to proving that the Goods were accepted by a person purporting to be the transport service provider. In this case, risk shall pass to the Customer on delivery of the Goods to the transport service provider
- 23.4 The Company reserves the right to refuse to enter the Customer's site if in the Company's view the Customer's site is unsafe.
- 23.5 Until the Price of the Goods sold and delivered has been paid in full, the Customer shall ensure that the Goods are adequately insured against all appropriate risks.

SECTION C: SPECIAL CONDITIONS APPLICABLE TO THE SALE OF CEMENT

NB: The terms and conditions set out hereunder are in addition to the "Standard Terms and Conditions Applicable to both Sales and Services transactions" set out in Section A and the "Conditions Applicable to the Sale of Goods" in Section B.

24 CEMENT PRICE

- 24.1 The Price of cementitious Goods is based on the Goods, as specified, measured by mass (metric tons) or by bags, as the case may be.
- 24.2 Prices are quoted on either an ex-factory price basis or a delivered price basis, depending on the Customer's instructions.
- 24.3 Unless otherwise specified in the Contract, Uganda Shillings for domestic sales and United States of America Dollar for export sales.

25 CEMENT DELIVERIES

- 25.1 If cement is purchased in bulk:
- 25.1.1 the mass of the cement will be as determined by the weighbridge at the factory or depot supplying the cement. Queries or disputes in connection with gross mass variances should be made prior to the breaking of factory seals on bulk tankers'
- 25.1.2 the Customer shall ensure that adequate silo storage capacity is available, so as to not unnecessarily delay the off-loading of the delivery vehicle; the onus if on the Customer to correctly instruct the driver of the delivery vehicle to the correct silo discharge point. The Company does not accept responsibility for Goods being discharged into the incorrect silo; and
- 25.1.3 the onus is on the Customer to ensure that the product is discharged or off-loaded within 1 hour of the delivery being on site.
- 25.2 Claims for shortages, damage, breakages or water damage to cementitious bag Goods must comply with the Company's Goods Return Policy for broken bags and wet bags, a copy of which is available on request.
- 25.3 The Company reserves the right to charge the Customer for loads diverted by the Customer due no fault of the Company's ruling delivery transport rate from time to time.

26 CEMENT WARRANTIES

- 26.1 The Company warrants that, at the time of sale of any Goods, the Goods will comply with the relevant specifications of the UNBS.
- 26.2 The Company gives no warranty as to the colour consistency of any Goods.
- 26.3 Save for the warranties referred to in clauses 26.1 and 26.2, the Company gives no other warranties, express or implied, and makes not other representations in respect of the Goods.
- 26.4 The onus shall be on the Customer to establish that the Goods ordered is suitable for the purpose for which the Goods are required by the Customer. The Company gives no warranty that the Goods will be suitable for that purpose, even if such purpose has been communicated to the Company by the Customer.

27 SHORT OR INCORRECT DELIVERY OF CEMENT

The Customer must inform the Company within a period of 24 hours after having accepted delivery or collection of the cement if it alleges short delivery or incorrect delivery of Goods. This will enable the Company to conduct a proper investigation of the claim and to ensure a speedy resolution to the matter.

SECTION D: SPECIAL CONDITIONS APPLICABLE TO THE SALE OF

READYMIXED CONCRETE

NB: The terms and conditions set out hereunder are in addition to the “Standard Terms and Conditions Applicable to both Sales and Service transactions” set out in Section A and the “Conditions Applicable to the Sale of Goods” in Section B.

28 CONCRETE PRICE

The price for concrete, mortar or plaster is based on the Goods, as specified, measured in cubic metres in the wet form.

29 CONCRETE DELIVERIES

- 29.1 Part loads and deliveries outside normal working hours will be subject to an extra charge at the Company's ruling rates from time to time.
- 29.2 If a Customer requests the Company to return a load or part thereof, the Company will do so at extra charge to the Customer at the Company's ruling rate from time to time.
- 29.3 Where the delivery vehicles of the Company are delayed on site for any reason whatsoever by the Customer, an extra charge may be raised at the Company's ruling rate from time to time.
- 29.4 Due to the nature of concrete (i.e. it changes from a liquid or wet state to a solid or hard state within a relatively short period of time), the product is not returnable.
- 29.5 The Customer must inform the Company within a period of 24 hours if it alleges short delivery or incorrect delivery of Goods or for any queries and or claims relating to specification and performance. This will enable the Company to conduct a proper investigation of the claim and to ensure a speedy resolution to the matter.

30 CONCRETE WARRANTIES

- 30.1 The Company warrants that the concrete supplied complies with the details shown on the delivery note and with the Company's standard specification or the acceptance criteria for strength test results as per UNBS.
- 30.2 The onus shall be on the Customer to ensure, by examination before use that the Goods delivered is within the agreed specification. In the case of concrete this is limited to the general consistency and workability as determined by the slump test.
- 30.3 The Company shall incur no liability whatsoever for the handling, placing, curing and consolidation of any concrete supplied by the Company to the Customer, subject to discharge from the delivery vehicle, which action shall be the sole responsibility of the Customer. The Customer acknowledges that it is aware that:
- 30.3.1 the manner in which concrete is handled, placed and consolidated; and
- 30.3.2 the addition of water, aggregate and additives, can and will affect the quality and strength of the concrete, mortars and plasters and that specialised concrete mixes require special skills and experience in handling, placing, compacting and consolidating if a satisfactory final product is to be achieved.
- 30.4 The Company gives no warranty as to the colour consistency of any concrete.
- 30.5 The Company reserve the right to decline a Customer's application or request for a credit note should such application or request be received more than 60 (sixty) days after the date of invoice.

SECTION E: SPECIAL CONDITIONS APPLICABLE TO THE SALE OF AGGREGATE

NB: The terms and conditions set out hereunder are in addition to the “Standard Terms and Conditions Applicable to both Sales and Service transactions set out in Section A and the “Conditions Applicable to the Sale of Goods: in Section B

31 AGGREGATES PRICE

The Contract Price for Aggregates is based on the Goods, as specified, measured in its distributed state immediately after and at the point of loading, at the Company's election, either by:

- 31.1 loose volume in full vehicle loads; or
- 31.2 mass (metric tons) on the Company's weighbridge.

32 AGGREGATE DELIVERIES

- 32.1 The Customer acknowledges that it is aware that, in the course of transporting aggregates to the point of discharge, a certain

amount of selling is inevitable. Consequently, the Company does not warrant the consistency of any bulk aggregate delivery to or collected from the Company's site.

- 32.2 The Customer requiring aggregate goods for specialised applications are advised to confirm with the Company's technical department to ensure that the geological make-up of the goods meet with the specification.
- 32.3 Should the Customer allege a short delivery of Goods, the Customer must ensure the Goods is not offloaded or tipped until such time as the Company's representative has had the opportunity of verifying the alleged shortage and discrepancy.

33 AGGREGATE WARRANTIES

- 33.1 Samples of Goods for the Purpose of inspection and testing must, in the case of road base materials, have been taken prior to compaction.
- 33.2 Where volumes are calculated based on dimensions supplied by the Customer, the Company hereby advice that such volumes are only an estimation.
- 33.3 The Company gives no warranty as to the colour consistency of any aggregates.

SECTION F: SPECIAL CONDITIONS APPLICABLE TO THE PROVISION OF SERVICES

NB: The terms and conditions set out hereunder are in addition to the “Standard Terms and Conditions Applicable to both Sales and Service transactions” set out in Section A.

34 PRICE FOR SERVICES

- 34.1 Services will be rendered to the Customer at the Contract Price ruling on the date such Services are rendered to the Customer.
- 34.2 Prices are subject to adjustment for any increases in the cost of rendering such Services.

35 RENDERING OF SERVICES

- 35.1 Services that the Company offers to the Customer shall include, but are not limited to:
- 35.1.1 concrete pumping;
- 35.1.2 concrete conveyor;
- 35.1.3 laboratory testing of materials;
- 35.1.4 concrete mix designs;
- 35.1.5 such other Services that the Company may provide from time to time.
- 35.2 It is the responsibility of the Customer to identify and point out to the representative of the Company the desired place on the site at which, and the manner in which, the Customer requires the Services to be rendered. In the event of the Services being rendered, at an incorrect point, the Company shall not be liable for any loss arising therefrom, whether direct, consequential, special or general.

36 SERVICES WARRANTIES

The Company shall not, under any circumstances, be liable for any loss or damage, whether special or general, direct or consequential, arising out of the rendering of the Services by the Company to the Customer. The Customer hereby indemnifies the Company against all claims of whatsoever nature that may be made against the Company arising from the Services rendered by the Company.

37 GOODS ADVICE

Should a Customer request assistance or advice from a representative of the company on the application and use of the Company's Goods, any such advice given to the Customer by the Company or its representatives is given in good faith and to the best of the Company's ability. However, under no circumstances will the Company be liable to the Customer for damages of whatsoever nature sustained by the Customer and/or any third party arising from any advice that may transpire to have been incorrect.

38. SANCTION CLAUSE (applicable to any and all transactions)

The Company and the Buyer declare to be aware of all economic sanctions laws, and trade restrictions imposed by the US, UN and EU, as may be amended from time to time, and warrant to comply with them in all respects related to the performance of this Contract. This warranty refers in general to any other person, company or entity involved in the performance of this Contract. Nothing in this Contract is meant to require either party to take any action which is likely to place it or its affiliates in a position of non-compliance with,

or in contravention of, the above mentioned laws and restrictions. The Company and the Buyer guarantee that in case either Party or its ultimate beneficiaries are entered into Sanction lists of US, UN and EU leading to the impossibility of fulfilling obligations from this Contract, this Contract is terminated by the parties immediately.. A Party that is unable to fulfill its obligations under the Contract by virtue of sanctions restrictions and / or a party that has become aware that certain sanctions prohibitions apply to it must notify its counterparty in writing to the addresses specified below of the occurrence or termination of sanctions circumstances that prevent the fulfilment of its obligations under this Contract.