

These terms and conditions do not constitute all of the Company's terms and conditions of purchase. By accepting these terms and conditions, you agree to be bound by the Macsteel Terms and Conditions of Purchase on the Company's website (www.macsteel.co.za). Any definitions referred to herein are as per the Macsteel Terms and Conditions of Purchase.

1. Information

1.1 Supplier's warranty

The Supplier warrants that:

- 1.1.1 it is satisfied as to the accuracy, sufficiency or completeness of any information relevant to the performance of its obligations under these Terms provided by or on behalf of the Company (the "Information");
- 1.1.2 it accepts full responsibility for its use of the Information including any inferences or conclusions it has drawn from the Information;
- 1.1.3 it has carefully perused the several documents forming these Terms and there are no discrepancies, inconsistencies or ambiguities in or between those documents that would be apparent to an experienced and competent Supplier; and
- 1.1.4 it has made proper allowance for all matters contained in or capable of inference from the several documents forming these Terms.

2. Laws and regulations

2.1 Obtaining consents

Unless otherwise directed by the Company Representative, the Supplier must:

- 2.1.1 obtain all required Government Consents, (other than those specified in the Purchase Order, if any);
- 2.1.2 give all notices required by relevant law or Government Consents in connection with the Goods;
- 2.1.3 not undertake any work relating to the Goods that requires a Government Consent until that Government Consent has been obtained.

2.2 BBEE Compliance

The Supplier is required to improve its BEE contributor level every year for the duration of these Terms, until such time as it is a level 4 BEE contributor in accordance with the Broad Based Black Economic Empowerment Act, 2003 ("BEE") and any applicable code issued under BEE. After reaching level 4 BEE contributor level, the Supplier must retain and/or improve its BEE contributor level.

2.3 Compliance with law and other requirements

The Supplier must comply with all:

- 2.3.1 relevant law affecting or applicable to the Goods or the supply and delivery of them;
- 2.3.2 Government Consents; and
- 2.3.3 regulations, rules, schemes or plans issued by the Company or a Customer which governs Site activities, health and safety and the environment.

2.4 Taxes, duties and levies

The Supplier must pay any fees, charges, levies and taxes imposed by any authority in connection with the Goods and the supply and delivery of the Goods and the Price is deemed to include all such fees, charges, levies and taxes.

3. Protection

The Supplier must maintain and protect the Goods from loss or damage arising from any cause and unless otherwise expressly stated in the Purchase Order, the Supplier must ensure that the Goods are appropriately packed and transported to the Site to prevent damage while in transit or storage.

4. Indemnity and release

4.1 Indemnity by the Supplier

The Supplier hereby indemnifies the Company, the Company Representative, its employees, agents and suppliers against all damages, costs, charges, expenses, penalties, interest, fines and other losses arising as a result of claims, demands, actions, proceedings or suits by any person arising in connection with:

- 4.1.1 any damage to a Site;
- 4.1.2 any damage to the Goods or any property whether located on the Site or otherwise;
- 4.1.3 death or injury to any person whether located on a Site or otherwise which occurs in the course of, or is caused by, the performance of its obligations under these Terms;
- 4.1.4 a breach by the Supplier of a relevant law in the course of, or caused by, the performance of its obligations under these Terms;
- 4.1.5 the breach by the Supplier of an obligation under these Terms or a warranty contained in 1.1 or **Error! Reference source not found.**, or **Error! Reference source not found.** of the Macsteel Terms and Conditions of Purchase,
- 4.1.6 to the extent that the damage, death or injury, breach or infringement is caused by the Supplier, a subcontractor or the employees, agents or Suppliers of any one of them; and
- 4.1.7 any damages, costs, charges, expenses, penalties, interest, fines and other losses arising as a result of claims, demands, actions, proceedings or suits by any person arising from or in connection with section 61 of the Consumer Protection Act, No. 68 of 2008 (including any amendment, variation or substitution of that section that may occur from time to time).

5. Passing of property and risk

5.1 The Supplier warrants that title to the Goods, when it passes to the Company will be free and clear of any and all liens, restrictions and encumbrances.

5.1.1 Subject to 5.1.2, title to the Goods and risk in the Goods passes to the Company upon signed acceptance of delivery of the Goods to the Site.

5.1.2 Title and risk in the Goods shall not pass to the Company in the event that the Goods:

- 5.1.2.1 do not comply with the Specification and the Company Representative (or Delegate) does not accept delivery of the Goods on the Date for Delivery; and/or
- 5.1.2.2 the Company exercises its rights under 21.3 of the Macsteel Terms and Conditions of Purchase.

5.2 The Supplier, at its cost, must replace or rectify the Goods or any part of them lost or damaged while the Supplier is responsible for the care of them (other than loss or damage caused by the Company's negligence), save that where the replacement or rectification of the Goods or any part of them will delay the delivery of the Goods, the Company shall have the right to cancel the Purchase Order in respect of such Goods.

5.3 Unless the Purchase Order is cancelled by the Company as above, the Supplier must replace or rectify the Goods or any part of them lost or damaged as a result of the Company's negligence (whether or not in combination with other causes), as directed by the Company Representative as a Variation.

5.4 If the loss or damage to the Goods is caused by a combination of the Company's negligence and other risks, the Company Representative must take into account the proportional responsibility of the Supplier when determining the effect of the Variation under 16 of the Macsteel Terms and Conditions of Purchaser.