

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

- 1.1. In these Terms, the clause headings are for reference purposes only and shall not be used in the interpretation hereof. Unless the context clearly indicates a contrary intention:
- 1.1.1. expressions, which denote any one gender, shall include the other genders;
 - 1.1.2. a “person” shall include a natural person, company, partnership, close corporation or any legal person; and
 - 1.1.3. the singular shall include the plural and vice versa.
- 1.2. The following expressions shall bear the meanings assigned to them hereunder:
- 1.2.1. “**ABC Laws**” means any and all local and/or foreign anti-bribery and corruption laws that are directly or indirectly applicable from time to time to:
 - 1.2.1.1. either of the Parties;
 - 1.2.1.2. any Procurement; and/or
 - 1.2.1.3. the subject matter of, and/or the arrangements contemplated in, the Contract Documents,including, as applicable but without limitation, the South African Prevention and Combating of Corrupt Activities Act, 2004, the US Foreign Corrupt Practices Act, 1977, the United Kingdom Bribery Act, 2010, the Mozambican Public Probity Law approved by Law No. 12/2024 of 18 July 2024, the Mauritius Financial Crimes Commission Act 2023, the Ugandan Anti-Corruption Act Cap. 116, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, 1997, and the UN Convention Against Corruption, 2003;
 - 1.2.2. “**Affiliate**” means with respect to a corporate entity, any person that directly or indirectly Controls, or is Controlled by, or is under common Control with, that corporate entity;
 - 1.2.3. “**Applicable Data Protection Laws**” includes all data protection or privacy laws applicable in any jurisdiction to any processing of Personal Data by the Supplier, including, as applicable but not limited to, POPIA;
 - 1.2.4. “**Applicable Laws**” means any local and/or foreign laws that are directly or indirectly applicable from time to time to:

- 1.2.4.1. either of the Parties;
- 1.2.4.2. any Procurement; and/or
- 1.2.4.3. the subject matter of, or the arrangements contemplated in, the Contract Documents,

including, without limitation, the common law, statute, subordinate legislation, treaty, guideline, instruction, directive, rule, by-law, regulation, ordinance, protocol, code, standard, requirement, injunction, award or decree of any applicable Governmental Authority having the force of law;

- 1.2.5. **“Applicable Health and Safety Requirements”** means any occupational health and safety requirements put in place by the Customer or any other person, in each case with reference to any premises which the Supplier accesses in connection with the delivery of any Goods and/or Services;
- 1.2.6. **“Authorisations”** means any licence, permit, consent, clearance, permission or the like issued by or obtained from any Governmental Authority or any other person under any Applicable Law;
- 1.2.7. **“Business Day”** means any day other than a Saturday, Sunday or official public holiday in South Africa or in any country in which either of the Parties is incorporated or has its primary place of business;
- 1.2.8. **“Confidential Information”** means all and any information of the Customer or any of its Affiliates disclosed or made available to the Supplier at any time, directly or indirectly, in oral, written, electronic or any other form whatsoever; but excluding:
 - 1.2.8.1. information which is or was known to, or is in the possession of, the Supplier prior to disclosure thereof by the Customer or any of its Affiliates;
 - 1.2.8.2. information which is disclosed by the Supplier to the extent required to satisfy the order of a court of competent jurisdiction or to comply with provisions of any law or regulations in force from time to time; or
 - 1.2.8.3. information which is acquired at any time by the Supplier independently of the Customer or any of its Affiliates in circumstances that do not amount to a breach of the provisions of these Terms;

- 1.2.9. **“Contract Documents”** means, with reference to any Procurement and subject to clause 2.3:
- 1.2.9.1. the PO;
 - 1.2.9.2. these Terms; and
 - 1.2.9.3. the Supplier Documents.
- 1.2.10. **“Control”** or **“Controlled”** means in the case of a company, the ability, directly or indirectly (whether alone, or together with a Related Party, or in concert with another), to:
- 1.2.10.1. exercise, or control the exercise of, a majority of the voting rights associated with the shares of that company;
 - 1.2.10.2. elect, appoint or remove or control the election, appointment or removal of directors who can exercise a majority of the votes at a meeting of the board of that company; or
 - 1.2.10.3. materially influence the policy of that company in a manner comparable to a person who, in ordinary commercial practice, would be able to exercise an element of control referred to in clauses 1.2.10.1 or 1.2.10.2;
- 1.2.11. **“Customer”** means the company in the Grindrod Group specified in the Contract Documents as the acquirer of the applicable Goods and/or Services;
- 1.2.12. **“DDP”** means or *“Delivered Duty Paid”* as defined in Incoterms;
- 1.2.13. **“Encumbrance”** means:
- 1.2.13.1. any mortgage, notarial bond, assignment, cession, deposit by way of security, option over, right of first refusal, pre-emptive right, striction on disposal or any other pledge, lien or cession conferring security, hypothecation, security interests, preferential right or trust arrangement or other arrangement securing any obligation of any person;
 - 1.2.13.2. any arrangement under which money or claims to, or for the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or

- 1.2.13.3. any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of security or preferential treatment;
- 1.2.14. **“Force Majeure Event”** means an event or circumstance which is:
 - 1.2.14.1. unforeseeable at the date the Contract Documents are finalised;
 - 1.2.14.2. beyond the reasonable control of a Party;
 - 1.2.14.3. unavoidable by the exercise of reasonable diligence; and
 - 1.2.14.4. includes *vis major*, *causus fortuitous*, acts or omissions of any Governmental Authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, legal and illegal strikes, interruption of transport, lockouts, inability to obtain the goods/components from a supplier, prohibition of imports, rationing of supplies, flood, storm, and fire;
- 1.2.15. **“Goods”** means the goods, if applicable, as specified in the Contract Documents;
- 1.2.16. **“Governmental Authority”** means any government or governmental body (national, provincial, regional, district, municipal or local), administrative, regulatory, fiscal or judicial authority, agency, body court, department, commission, tribunal, registry or any state-owned, state controlled or legislatively constituted authority, agency or commission which principally performs public, governmental or regulatory functions;
- 1.2.17. **“Grindrod”** means Grindrod Limited (registration number: 1966/009846/06), a company duly incorporated under the laws of South Africa;
- 1.2.18. **“Grindrod Group”** means Grindrod and all of its Affiliates;
- 1.2.19. **“Grindrod Supplier Code of Ethics and Conduct”** means the Grindrod Group’s supplier code of ethics and conduct as it may be amended by Grindrod from time to time, a copy of which can be provided on request;
- 1.2.20. **“Incoterms”** means *“Incoterms 2020”* as issued by the International Chamber of Commerce;
- 1.2.21. **“International Best Practice”** means, with reference to any Services, the highest standards, practices, methods, actions and degree of professionalism, diligence,

prudence and foresight expected of a person who is skilled in the provision of services of such nature anywhere in the world;

1.2.22. **"Intellectual Property"** means:

1.2.22.1. all rights in or to patents, inventions, designs, models, software, copyright, moral rights, trademarks, trade and business names, defensive names, domain names, trade dress and goodwill; and

1.2.22.2. all trade secrets, databases and business information, (including know-how and Confidential Information); and

1.2.22.3. any other intellectual property,

in each case whether registered or unregistered and all similar rights which may now or in the future subsist in any part of the world;

1.2.23. **"Invoice"** means an invoice issued by the Supplier for the Price (or any portion thereof), in a form complying with all Applicable Laws and any invoicing requirements and formalities as may be notified by the Customer to the Supplier;

1.2.24. **"Losses"** means all losses, damages, liabilities, claims, interest, costs and expenses including fines, penalties, legal and other professional fees and expenses;

1.2.25. **"Parties"** means the Customer and the Supplier; and **"Party"** means either one of them as the context denotes;

1.2.26. **"Personal Data"** has the meaning given to such term or any analogous term in any Applicable Data Protection Laws, including, as applicable but without limitation, *"personal information"* as defined in POPIA;

1.2.27. **"PO"** means, with reference to any Procurement, the written purchase order or order confirmation document issued by the Customer to confirm such Procurement;

1.2.28. **"POPIA"** means the Protection of Personal Information Act, 2013;

1.2.29. **"Price"** means the agreed price, as specified in the PO, to be paid by the Customer to the Supplier in return for the satisfactory rendering of the Services and/or delivering of the Goods by the Supplier;

- 1.2.30. **“Processing”** has the meaning given to such term or any analogous term in any Applicable Data Protection Laws, including without limitation *“processing”* as defined in POPIA;
- 1.2.31. **“Procurement”** means any procurement by the Customer from the Supplier of any Goods and/or Services;
- 1.2.32. **“Related Parties”** means:
- 1.2.32.1. any director, officer, employee, agent or subcontractor of a Party;
 - 1.2.32.2. any Affiliate of a Party;
 - 1.2.32.3. any director, officer, employee, agent or subcontractor of any Affiliate of a Party;
 - 1.2.32.4. any other person who is authorised to act for or on behalf of a Party, or any of the persons referred to in clauses 1.2.32.1 to 1.2.32.3;
- 1.2.33. **“Sanctioned Entity”** means a person which is listed in a Sanctions List or is subject to Sanctions or a person which is ordinarily resident, organised or operating in a country or territory which is listed on a Sanctions List or is subject to Sanctions;
- 1.2.34. **“Sanctioned Transaction”** means any transaction that is prohibited by, or would cause any breach of, Sanctions;
- 1.2.35. **“Sanctions”** means trade, economic or financial sanctions, embargoes or restrictions imposed or applied pursuant to applicable laws and regulations which are administered or enforced from time to time by any Sanctions Authority;
- 1.2.36. **“Sanctions Authority”** means the United Nations; the European Union; the government of the US; the government of the United Kingdom; the government of the Republic of France, and any of their applicable and authorised governmental authorities, including, without limitation, the Office of Foreign Assets Control for the US Department of Treasury (**“OFAC”**), the US Department of Commerce, the US State Department or the US Department of the Treasury, the United Kingdom Office of Financial Sanctions Implementation and the Department of Trade, and the French *Direction Générale du Trésor* of the Ministry of Economics and Finance;
- 1.2.37. **“Sanctions List”** means any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each

case as amended, supplemented or substituted from time to time, including, without limitation, the United Kingdom Sanctions List, Consolidated List of Financial Sanctions Targets in the United Kingdom, the Consolidated United Nations Security Council Sanctions List, the Specially Designated Nationals and Blocked Persons List maintained by OFAC;

- 1.2.38. “**Services**” means the services, if applicable, as specified in the Contract Documents;
- 1.2.39. “**Signed**” means, notwithstanding the Electronic Communications and Transactions Act, 2002 or any other Applicable Laws, a signature executed by hand on paper containing the document or an advanced electronic signature as defined in the Electronic Communications and Transactions Act, 2002, applied to the document by the signatory;
- 1.2.40. “**Supplier**” means, with reference to any Procurement, the person supplying Goods and/or Services to the Customer;
- 1.2.41. “**Supplier Documents**” means, with reference to any Procurement, all documentation issued by the Supplier in respect thereof delivered to the Customer prior to the issue of the PO, including without limitation documentation completed as part of the Customer’s supplier on-boarding processes;
- 1.2.42. “**Taxes**” includes:
- 1.2.42.1. all forms of tax, including without limitation value-added tax;
- 1.2.42.2. all forms of levies, duties, assessments, imposts, deductions, charges, withholdings and contributions in the nature of taxation; and
- 1.2.42.3. all related fines, penalties and interest,
- whether direct or indirect or deferred, and whenever enacted or imposed, and whether in relation to South Africa or elsewhere;
- 1.2.43. “**Terms**” means these standard terms and conditions of purchase; and
- 1.2.44. “**US**” means the United States of America.

2. **APPLICABILITY**

- 2.1. These Terms shall be applicable to any Procurement on the basis set out in this clause 2.

- 2.2. With reference to any Procurement and subject to clauses 2.3 and 2.4, the Contract Documents constitute the entire agreement between the Parties, and if there is any conflict between any of the provisions thereof, the preference to be applied to the extent of such conflict is as per the following descending order:
- 2.2.1. the PO;
 - 2.2.2. these Terms; and
 - 2.2.3. the Supplier Documents.
- 2.3. If these Terms are applicable through a formal written agreement, Signed by both Parties, for any Procurement, then such agreement shall form part of the Contract Documents, and may amend any of these Terms and/or set out an order of preference other than that in clause 2.2.
- 2.4. If the Parties wish to supplement or amend the Contract Documents, subsequent to the issue of the PO, such shall only be valid if in writing and Signed by both Parties.
- 2.5. The Customer may appoint an agent to attend to any aspect of any Procurement. If the Customer notifies the Supplier in writing of such an appointment, the Supplier shall deal with such agent as it would be obliged to deal with the Customer directly.
- 2.6. Save as explicitly provided in the Contract Documents, the Customer shall not be under any obligation of exclusivity to the Supplier.

3. **SUPPLIER OBLIGATIONS AND STANDARDS**

- 3.1. The Supplier shall, as applicable, deliver all Goods and/or render all Services, in accordance with:
- 3.1.1. the Contract Documents;
 - 3.1.2. all Applicable Laws;
 - 3.1.3. all Applicable Health and Safety Requirements;
 - 3.1.4. the Grindrod Supplier Code of Ethics and Conduct; and
 - 3.1.5. in the case of Services, International Best Practice.
- 3.2. The Supplier shall, in agreeing to provide any Goods and/or Services, be deemed to have warranted to the Customer that the Supplier has the ability and resources to do so in accordance with the provisions of the Contract Documents, including without limitation that it

has the skills, personnel, resources, Authorisations, and rights to Intellectual Property, necessary to do so.

- 3.3. In the delivery and/or rendering of all Goods and/or Services, time shall always be of the essence. If any Goods and/or Services are not delivered and/or rendered timeously, or in accordance clause 3.1, that shall, without limitation to any other rights of the Customer but subject to compliance with any Applicable Laws, entitle the Customer to cancel the applicable Procurement on written notice to the Supplier (in which event, the Customer shall have no liability to make payment of the Price, save to such extent as may be required in terms of any Applicable Laws).
- 3.4. If the Customer notifies the Supplier that any Goods and/or Services are required in order for the Customer to fulfil its obligations under a contract with any other person ("**Principal Contract**"), and as to any requirements regarding the delivery and/or rendering of such Goods and/or Services in order for the Customer not to breach the Principal Contract, the Supplier shall meet such requirements. Should the Supplier breach this clause 3.4, the Customer shall be entitled to assign its rights as a result of such breach to its counterparty under the applicable Principal Contract.

4. **DELIVERY**

- 4.1. All Goods shall be delivered:
 - 4.1.1. in good order and condition, complying with all specifications set out or referenced in the Contract Documents, fit for the purpose specified in the Contract Documents (or, if no purposes was so specified, for the purpose for which such Goods could reasonably be expected to be used), and free from any Encumbrance;
 - 4.1.2. on the basis that any packing cases, coverings, and/or materials in or with which any Goods are delivered, and any tools created for purposes of manufacturing and/or assembling the Goods, shall be deemed to be covered by the Price and ownership thereof shall vest in the Customer immediately on the availability and/or completion thereof and not on final payment of the Price;
 - 4.1.3. on a DDP basis, provided that all of the Supplier's risks and obligations up until the point of off-loading the Goods shall be extended until the completion of such off-loading, at the address specified for such purpose in the Contract Documents; and

4.1.4. along with a delivery note detailing the Goods delivered and including such PO number as the Customer has provided to the Supplier and any other information as has been required by the Customer.

4.2. The acceptance by the Customer of the delivery or rendering of any Goods and/or Services (including, without limitation any confirmation provided as contemplated in clause 5.1.4 or any inspection or testing as contemplated in clause 6.4) shall not constitute any confirmation or acknowledgement that such Goods and/or Services have been properly delivered or rendered in accordance with the Contract Documents.

5. **PRICE, INVOICING AND PAYMENT**

5.1. Save as explicitly provided in the PO:

5.1.1. the Price shall be fixed and not subject to any variation or adjustment;

5.1.2. the Price shall be inclusive of all applicable Taxes;

5.1.3. if the Customer is required in terms of any Applicable Laws to withhold any Taxes from any amounts payable to the Supplier, the Customer shall be entitled to do so and payment of the net amount shall constitute full payment of the Price to the Supplier, on the basis that the Customer shall not be obliged to gross-up or otherwise increase the amount payable to the Supplier;

5.1.4. the Supplier shall be entitled to issue an Invoice for the Price only once, as applicable, the Goods have been delivered or the Services provided, and such has been confirmed in writing by the Customer;

5.1.5. the Customer shall endeavour to effect payment of each Invoice issued in terms of clause 5.1.4 within 60 (sixty) calendar days after receipt of such Invoice, provided that the Customer may withhold payment of the Price or any portion thereof if the Customer is reasonably disputing its liability therefor; and

5.1.6. the Supplier shall not at any time be entitled to exercise any lien over any property of the Customer, or to withhold, delay or suspend the delivery or rendering of any Goods and/or Services, including without limitation where the Customer is reasonably disputing any amount due to the Supplier.

6. **SUPPLIER LIABILITY AND INDEMNITY AND CUSTOMER REMEDIES**

6.1. The Supplier shall be liable to the Customer for any Losses suffered by the Customer due to any breach of any provision of the Contract Documents by the Supplier.

- 6.2. The Supplier shall, in agreeing to provide any Goods and/or Services, be deemed to have indemnified and held the Customer harmless in respect of any third party claims made against the Customer in any connection with any Goods and/or Services delivered or provided by the Supplier.
- 6.3. The Customer shall be entitled, without limitation on the Customer's right to any other remedy in terms of the Contract Documents or in terms of any Applicable Laws to:
- 6.3.1. refuse to accept the delivery of any Goods, or to issue any confirmation as contemplated in clause 5.1.4 with reference to any Goods and/or Services, if the Customer reasonably believes that such Goods and/or Services do not comply with the provisions of the Contract Documents;
 - 6.3.2. require that any Goods that do not in any way comply with the provisions of the Contract Documents, be promptly repaired or replaced by the Supplier at no additional cost to the Customer; or
 - 6.3.3. require that the Supplier promptly remedy any defect in the provision of any Services, if necessary, by re-performing such Services.
- 6.4. The Supplier shall ensure that the Customer and/or any person appointed by the Customer, shall be able to inspect any Goods at any stage during the production, procurement or delivery thereof, whether on the Supplier's premises or otherwise. The Supplier shall on the Customer's request promptly provide the Customer with samples, test pieces and/or documentation with reference to any Goods.
- 6.5. The Customer shall be entitled to cede to any person any rights that the Customer may at any time have with regard to any warranty and/or guarantee in respect of any Goods delivered by the Supplier (whether such warranty and/or guarantee is provided by the Supplier itself or by the manufacturer or any other supplier of such Goods).
- 6.6. Should the Supplier be made subject to any provisional or final order of sequestration, liquidation or business rescue, or not have settled a judgement debt within 5 (five) days of such judgement, the Customer shall, without prejudice, be entitled to cancel any Procurement.

7. **CUSTOMER LIABILITY**

The Customer shall not at any time, to the fullest extent permissible under any Applicable Laws, become liable to the Supplier for any consequential, special or indirect damages including, but not limited to, loss of profits, whether due to any breach of the Contract Documents by the Customer or otherwise.

8. TERMINATION

The Customer shall be entitled, on written notice to the Supplier delivered a reasonable time prior to the scheduled date for the delivery the Goods and/or the scheduled commencement date for the rendering of the Services Customer, to cancel the applicable Procurement (in which event, the Customer shall have no liability to make payment of the Price).

9. CONFIDENTIALITY AND NON-DISCLOSURE

- 9.1. The Confidential Information is proprietary to the Customer (or its Affiliates if applicable) and is made available to the Supplier solely to allow the Supplier to fulfil its obligations under the Contract Documents, and for no other purpose whatsoever.
- 9.2. The Supplier shall not disclose or use any Confidential Information other than as necessary to fulfil its obligations under the Contract Documents, comply with an order of a Governmental Authority, or comply with any Applicable Laws.
- 9.3. If the Supplier is legally compelled to disclose any Confidential Information, it shall provide the Customer with prompt written notice of such requirement, to the extent permitted by Applicable Laws, prior to making any disclosure, to allow the Customer the opportunity to seek appropriate legal protection.
- 9.4. The Customer (or its Affiliates if applicable) shall retain ownership of all the Confidential Information, and the Supplier shall not acquire any rights in respect of any of the Confidential Information, and nothing in the Contract Documents is intended to grant, expressly or impliedly, the Supplier any right or licence to any permit, patent, trademark, copyright, trade secret and/or any other item of Intellectual Property.
- 9.5. If any Intellectual Property is developed in the course of, or in connection with, the Supplier rendering any Services, such Intellectual Property shall be the sole property of the Customer, and the Supplier shall do all that the Customer requests to facilitate registration of such Intellectual Property in the Customer's name.
- 9.6. The provisions of this clause 9 constitute a *stipulatio alteri* in favour of each of the Customer's Affiliates, capable of acceptance by them at any time.

10. FORCE MAJEURE

- 10.1. If a Force Majeure Event occurs which prevents performance by a Party of all or any of its obligations under the Contract Documents, then:
 - 10.1.1. the Party claiming a Force Majeure Event (on whom the onus shall rest) shall by no later than 5 (five) Business Days after the start of the Force Majeure Event,

give written notice thereof to the other Party specifying the nature of the Force Majeure Event, its good faith estimate of anticipated duration and the anticipated effects that the Force Majeure Event shall have on the performance of its obligations in terms of this Agreement;

10.1.2. any notice given after the time period set out in clause 10.1.1, shall be of no effect;

10.1.3. subject to clause 10.1.4:

10.1.3.1. the Party claiming a Force Majeure Event shall not, to the extent and for so long as that Party is prevented from performing such obligation as a result of the Force Majeure Event, be in breach of the Contract Documents or otherwise liable for the resulting failure or delay in the performance of such obligation;

10.1.3.2. the Party not claiming the Force Majeure Event shall not be obliged to comply with reciprocal obligations to those obligations suspended in the period during which the Force Majeure Event subsists;

10.1.4. if the Force Majeure Event persists for a period exceeding 10 (ten) Business Days, the Customer shall be entitled on written notice to the Supplier to terminate the Contract Documents.

10.2. A Force Majeure Event shall not relieve a Party from any obligation which arose before the occurrence of the Force Majeure Event.

10.3. Written notice of the cessation of the Force Majeure Event shall be given by the Party who relied thereon within 5 (five) Business Days after such cessation.

11. **INSURANCE**

11.1. The Supplier shall effect and keep in force at all material times, policies of insurance against the Supplier's legal liability in terms of any Applicable Laws in respect of death of or personal injuries to any person, or loss of or damage to or loss of property arising out of or in the course of rendering the Services and/or delivering the Goods in terms of the Contract Documents and, if so required by the Customer, the Supplier shall keep such insurance in the joint names of the Supplier and the Customer.

11.2. In the instance where the Customer is to effect an advance of any sort, if required by the Customer at any time, the Supplier will insure the Customer's risk by way of providing a bank guarantee, appropriate bond or insurance raised in favour of the Customer, which such instrument will be handed to the person nominated therefor in writing by the Customer prior to the advance being effected.

- 11.3. Where the Supplier is in possession of the Customer's or the Customer's client's equipment or manufacturing assets, the Supplier shall acknowledge receipt thereof and accept liability for loss and/or damage thereto (irrespective of the cause) and liability related to storage and use of such assets or equipment, and shall maintain policies of insurance to protect against such loss damage and liability.
- 11.4. The Supplier shall ensure that any subcontractors engaged to perform any Services under the Contract Documents carry insurance coverage that meets the same minimum standards outlined in this clause 11. The Supplier shall be fully responsible for any actions, omissions, or breaches of the Contract Documents by the subcontractor, including the subcontractor's failure to maintain adequate insurance coverage.
- 11.5. Upon request, the Supplier shall provide the Customer with certificates of insurance or other proof of insurance coverage, evidencing compliance with the requirements specified in this clause 11.

12. **GOVERNMENTAL CONTROLS**

For some Goods and/or Services, the Procurement may be subject to approval by relevant Governmental Authorities including but not limited to the South African Revenue Service, the South African Department of Trade, Industry and Competition, the South African Reserve Bank (specifically the Financial Surveillance department thereof) and/or any other Governmental Authority's approval. If the Customer fails to obtain relevant approval within 30 (thirty) days of the date of the PO, the Procurement shall be null and void and the Customer shall incur no liability whatsoever.

13. **NO ASSIGNMENT OR SUBCONTRACTING**

The Supplier shall not cede, assign, transfer or subcontract any of its rights and/or obligations under the Contract Documents, to any person, without the Customer's written and Signed consent. If such consent is provided, it shall in no way release the Supplier from any of its obligations under the Contract Documents.

14. **NOTICES AND DOCUMENTS**

- 14.1. Any notices or communications in connection with the Contract Documents may be delivered:
- 14.1.1. to the Customer at: contracts@grindrod.com
Attention: GSA Procurement
- 14.1.2. to the Supplier at such physical or e-mail address as is referenced in the Contract Documents (or if a physical and/or e-mail address is not so referenced, the last physical and/or e-mail address that the Customer has on record for the Supplier).

- 14.2. A notice or communication between the Parties in terms of the Contract Documents or in connection with any Procurement, shall be in writing and in English. If any of the Contract Documents and/or any notice or communication between the Parties in terms of the Contract Documents or in connection with any Procurement, is required by any Applicable Laws to also be in a language other than English then, to the fullest extent possible in terms of any Applicable Laws the English version shall prevail to the extent of any inconsistencies between the versions in different languages.
- 14.3. Any notice to a Party:
- 14.3.1. delivered by hand to a responsible person during ordinary business hours at the Party's physical address, shall be deemed to have been received on the day of delivery; or
 - 14.3.2. sent by e-mail to the Party's e-mail address, shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 14.4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered as contemplated in this clause 14.
- 14.5. If any document provided by the Supplier in connection with any Procurement is not in English or does not utilise metric units, the Supplier shall forthwith at the Customer's request, provide the Customer with a translation into English or a conversion into metric units (at the Supplier's cost).

15. **GOVERNING LAW AND JURISDICTION**

- 15.1. The Contract Documents shall be governed by and construed in accordance with the laws of South Africa, save to the extent that, notwithstanding the Parties' agreement regarding the applicability of the laws of South Africa to the fullest extent permissible, any Applicable Laws require governance by and construance in accordance with the laws of another country.
- 15.2. The Parties hereby consent and submit to the non-exclusive jurisdiction of the KwaZulu-Natal High Court in respect of any dispute arising from or in connection with the Contract Documents and/or any Procurement.

16. **DISPUTE RESOLUTION**

- 16.1. Any dispute arising from or in connection with the Contract Documents and/or any Procurement shall not become the subject of any litigation or arbitration unless it has first been the subject of mediation in accordance with this clause 16.

- 16.2. The mediator shall be appointed by the Parties or, failing agreement with 3 (three) Business Days, nominated by the Chairman of the Arbitration Foundation of Southern Africa (“**AFSA**”).
- 16.3. The mediation shall terminate if either Party withdraws or if the mediator determines that continuing would serve no useful purpose.
- 16.4. All communications made to the mediator or to the Parties in connection with the mediation are without prejudice to any rights the Parties may have and are made in a genuine attempt to settle the dispute. Such communications and mediation proceedings shall be private and all information disclosed, in any form, shall be Confidential Information.
- 16.5. The mediator shall not be compelled to disclose any information learned during the mediation in subsequent legal proceedings and the Parties waive their right to require the mediator to testify about the mediation.
- 16.6. The mediator shall:
 - 16.6.1. be entitled to communicate and meet with either Party in the presence of the other Party or in private;
 - 16.6.2. not disclose any information furnished in confidence by either Party to the mediator, to the other Party without the prior written consent of the Party who furnished such information;
 - 16.6.3. act impartially and promptly disclose to the Parties any relationship, prior dealings, or circumstances that could reasonably be seen to affect the mediators impartiality, in such cases, the mediator shall not be appointed or, if already appointed, shall cease to act unless the Parties agree otherwise in writing within 3 (three) Business Days, after which an alternative mediator shall be appointed in accordance with clause 16.2; and
 - 16.6.4. not make any decision which is binding upon the Parties, the resolution of the dispute depending entirely upon the Parties achieving written agreement in respect of the dispute.
- 16.7. The costs of mediation (other than the Parties’ own legal costs), including the close of the mediator, shall be borne by the Parties in equal shares. Each Party shall bear its own legal costs in respect of the mediation.
- 16.8. Should the Parties not reach agreement in terms of clause 16.6.4, the dispute shall be referred to and finally resolved by way of arbitration before an impartial single arbitrator, on the basis that:

- 16.8.1. the seat and geographic location of the arbitration shall be Durban, South Africa;
 - 16.8.2. the arbitration shall, subject to the provisions of this clause 16, be conducted in accordance with the applicable rules of AFSA;
 - 16.8.3. the arbitrator shall be a retired judge, a practising advocate of not less than 15 (fifteen) years' standing, or a practising attorney of not less than 15 (fifteen) years' standing;
 - 16.8.4. there shall be no right of appeal; and
 - 16.8.5. any Party shall be entitled to have the award made an order of any court of competent jurisdiction.
- 16.9. This clause 16 shall not preclude any Party from seeking urgent relief from any court of competent jurisdiction.

17. GENERAL

- 17.1. No relaxation or indulgence, which the Customer may grant to the Supplier, shall debar the Customer from insisting upon the Supplier's strict compliance with the terms and conditions of the Contract Documents, or constitute a novation or waiver thereof. Any rights, which may accrue to the Customer under the Contract Documents shall be without prejudice to any other rights which the Customer may have under any Applicable Laws.
- 17.2. If any provision of the Contract Documents is or becomes invalid, illegal or unenforceable, either in whole or in part, in any jurisdiction:
- 17.2.1. such provision shall, as to such jurisdiction and to the extent of such invalidity, illegality or unenforceability, be ineffective and treated as if not included in the Contract Documents;
 - 17.2.2. that will not affect the validity, legality or enforceability of the remaining provisions of the Contract Documents, all of which will remain in full force and effect; and
 - 17.2.3. that will not affect the validity, legality or enforceability of such provision in any other jurisdiction,
- provided that, if any additional step could be taken by the Customer that would result in such provision not being invalid, illegal or unenforceable, either in whole or in part, in such jurisdiction, then the Customer shall be entitled to take and rely on such step in enforcing such provision in such jurisdiction.

18. ANTI-BRIBERY

18.1. The Supplier shall, in agreeing to provide any Goods and/or Services, be deemed to have warranted to the Customer that, to the best of the Supplier's knowledge and belief after having made due and careful enquiries, neither it nor any of its Related Parties, whether in relation to the conduct of any business or operations otherwise:

18.1.1. has breached any ABC Laws; or

18.1.2. has engaged in any act of corruption in terms of any ABC Laws.

18.2. The Supplier shall:

18.2.1. at all times comply and take all reasonably practical steps to ensure that all of its Related Parties comply with ABC Laws;

18.2.2. notify the Customer in writing immediately if, at any time, the Supplier becomes aware of:

18.2.2.1. an actual or suspended breach of any of the provisions of this clause 13;

18.2.2.2. an actual or suspected breach of any ABC Laws, by it or any of its Related Parties; or

18.2.2.3. any investigation into it or any of its Related Parties by any Governmental Authority for any suspected or alleged breach of any ABC Laws.

18.3. If the Customer believes a continued association with the Supplier is contrary to its security or business interest, the Customer shall be entitled to cancel any Procurement.

19. SANCTIONS

19.1. The Supplier shall, in agreeing to provide any Goods and/or Services, be deemed to have warranted to the Customer that:

19.1.1. to the best of its knowledge and belief after having due and careful enquiries, neither it nor any of its Related Parties:

19.1.1.1. has been or is targeted under any Sanctions, or included on any Sanctions List;

19.1.1.2. has violated or is violating any applicable Sanctions; or

19.1.1.3. is party to or has participated in any Sanctioned Transaction; and

19.1.1.4. each of its Affiliates has in place appropriate policies and procedures designed prevent it from being or becoming involved in a Sanctioned Transaction, or from contravening any Sanctions.

19.2. The Supplier shall:

19.2.1. not (and shall ensure that none of its Related Parties shall) at any time participate in a Sanctioned Transaction, or in any manner or contravene any Sanctions; and

19.2.2. at all times maintain (and shall ensure that each of its Affiliates at all times maintains) appropriate policies and procedures designed prevent it from being or becoming involved in a Sanctioned Transaction, or from contravening any Sanctions.

20. **NON-USE OF POLITICAL INFLUENCE**

The Supplier shall not, directly or indirectly, use any political influence, relationships, or connections it may possess for the benefit of the Customer. The Supplier shall not engage in any actions, lobbying, or activities that could be perceived as leveraging political power, influence, or any form of governmental power to affect or influence any decisions, actions, or outcomes related to the Goods and/or Services delivered or rendered under the Contract Documents.

21. **PERSONAL INFORMATION**

21.1. To the extent that any Confidential Information disclosed to the Supplier constitutes Personal Data, the Supplier shall, without limitation on any other provisions of the Contract Documents:

21.1.1. ensure that all Processing of such Personal Data is in accordance with Applicable Data Protection Laws and is solely for the purpose of delivering the Goods and/or rendering the Services; and

21.1.2. not transfer such Personal Data out of South Africa (or such other country in which the Personal Data was disclosed, if applicable), unless the Customer has given its written permission and the transfer occurs in manner compliant with Applicable Data Protection Laws;

21.1.3. notify the Customer immediately and in writing where there are reasonable grounds to believe that Personal Data has been accessed or acquired by any unauthorised person; and

- 21.1.4. establish and maintain security measures to secure the integrity and confidentiality of Personal Data in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to, or unauthorised destruction of Personal Data and unlawful access to, or processing of, Personal Data and shall take reasonable measures to:
- 21.1.4.1. identify all reasonably foreseeable internal and external risks to Personal Data in its possession or under its control;
 - 21.1.4.2. establish and maintain appropriate safeguards against the risks identified;
 - 21.1.4.3. regularly verify that the safeguards are effectively implemented; and
 - 21.1.4.4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.