NOW THEREFORE IT IS AGREED that:

1. Definitions

1.1 In these conditions, unless the context requires otherwise;

1.1.1 “Days” means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa, in the terms of the Purchase Order;

1.1.2 “Delivery” means delivery in accordance with clause 5;

1.2 “Goods” means whatever is purchased or ordered in terms of the Purchase Order, and includes, where applicable, work to be done or materials to be furnished, in the terms of the Purchase Order;

1.2.1 “Invoice Address” is the address to which all invoices pertaining to the Purchase Order are to be directed and is the address as given by the Purchaser; in the case of Purchaser being a legal person, the address indicated “Invoice Address”;

1.3 “Purchase Order” means and includes;

1.3.1 The document entitled “Purchase Order” issued by the Purchaser;

1.3.2 All the terms of reference to and attached to the Purchase Order;

1.3.3 The specifications referred to and attached to the Purchase Order;

1.3.4 Any schedule of drawings attached to the specifications;

1.3.5 Provided that, if there should be any conflict between any of the above documents, then the contents of the document defined in paragraph 1.1.1 above shall prevail;

1.3.6 “Purchase Price” means the nett purchase price excluding any settlement discounts stated in the Purchase Order;

1.3.7 “Purchaser” means the division Concor Construction Proprietary Limited or any of its nominees in terms of the Purchase Order;

1.3.8 “Seller” means the party to whom the Purchase Order is addressed;

1.3.9 “The Parties” means the Seller or the Purchaser.

2. Purchase and Sale

The Purchaser, from the Seller, in accordance with the terms of the Purchase Order and the Parties agree to be bound by the Purchase Order.

3. Other and Acceptance

3.1 No orders other than a Purchase Order signed by an authorised representative of the Purchaser shall be binding on the Seller;

3.2 Unless the Seller, within 24 hours of receipt of the Purchase Order, advises the Purchaser to the contrary by letter, facsimile or electronic mail, it shall be presumed that the Seller accepts the Purchase Order, including these conditions, without qualification or amendment.

4. Purchase Price

4.1 The Seller agrees to write in, it is agreed that the Purchaser is binding on the Parties on the condition that the price of the Goods as fixed on the Purchase Order, shall be the sale price as recorded on the Purchase Order by the Purchaser.

5. Delivery

5.1 The Seller undertakes to deliver the Goods at the place and to the person specified by the Purchaser in the Purchase Order.

5.2 Time shall be of essence in regard to the Delivery of the Goods.

5.3 Should any Delivery not take place by the date stipulated for Delivery in the Purchase Order the Seller shall be liable to the Purchaser to a penalty of 5% of the Purchase Price for each day that the Goods are not delivered alternatively for damages suffered by the Purchaser without prejudice to any other remedy in law of the Purchaser.

5.4 Delivery is to be effected, as far as reasonably possible, from local stock, and (if applicable) national transport;

5.5 A delivery note, reflecting the correct number of the Purchase Order signed by the Purchaser, its employees, agent or representative shall constitute proof of delivery of Goods to the correct person. Any delivery note delivered therefor are in accordance with the quantity reflected in the correct person.

5.6 Should a delivery note not reflect the correct Purchase Order number, the Purchaser may, at its discretion and without all rights it may have, and in the absence of the Goods. The Seller shall be liable to all costs consequent to such failure.

6. Passing of Ownership

Delivery of the Goods shall pass from the Seller to the Purchaser on Delivery or on payment for the Goods, whichever is the earlier.

7. Risk

7.1 In the event of any loss or damage to the Goods whether such loss or damage be total or partial, from whatsoever cause arising, shall remain with the Seller until Delivery of the Goods.

8. Warranties

The Seller warrants and represents that all Goods purchased in terms of these Purchase Conditions and/or the Purchase Order shall be free of patent or latent defects, liens, claims or any other encumbrances and that such Goods shall be satisfactory in every respect for the purpose for which they are intended by the Purchaser.

9. Goods defective in Workmanship and/or Specifications

The Purchaser shall, at its option and at the cost of the Seller either repair, replace or substitute Goods which are, and are not, and defective, the fact and extent of which the Purchaser shall be the sole judge and without prejudice to other rights the Purchaser may have law.

10. Standards and Quality

The Goods shall conform to the standard, quality and type set out in the Purchase Order. Should no specification, patent, sample or drawings be specifically prescribed in the Purchase Order, the Goods shall be of the best quality and sound quality. If for the purpose for which they are intended by the Purchaser and shall be further subject to the satisfaction and approval of the Purchaser.

11. Disputes

11.1 Should it appear to the Seller that there are contradictions, discrepancies or conflict in any way relating to or arising out of the

11.2 The Parties shall then endeavor to resolve such contradiction, discrepancy or conflict in a manner acceptable to both parties.

12. Scope

12.1 In the event of the Seller on the one hand or the Purchaser on the other hand or the Seller, or the Purchaser on the other ("the defaulting party") committing a breach of any provisions of the Purchase Order, then save where the payment of money is concerned, and where no notice shall be required to be given by any Party to the other, the Party which is not in breach ("the aggrieved party") shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with that notice then the aggrieved party shall be entitled to cancel the Purchase Order or claim specific performance, in either event, the aggrieved party’s right to claim damages.

13. Expiry of Dispute Process

13.1 In the event the defaulting party ("the Dispute") between the Parties may, within three (3) days of the date of delivery of a written request of either Party, refer the Dispute to the President ("the President") that it shall be representative of a senior officer and; (ii) such senior officer shall meet, negotiate in good faith to resolve the dispute as quickly, informally and inexpensively.

13.2 Should the senior officers not resolve the Dispute within five (5) Days of the receipt of the written request of either Party, the matter may be referred to Court at the instance of either party.

14. Force Majeure

The Goods may be delayed in or prevented from making a delivery and/or rendering a service and/or executing any work ceasing to force majeure or any event which is beyond the Seller’s control, the Seller shall not be liable for any loss or damage resulting therefrom but shall apportion the Purchaser thereby within one day of the occurrence of such event.

15. Assignment

The Seller shall not cease or assign a Purchase Order or any part thereof, or any shares or interest therein, or without the prior written consent of the Purchaser.

16. Warranties

The Seller warrant to the Purchaser with all necessary and reasonable information and documentation as is in law it shall have a corresponding meaning.

17. Intellectual Property

The Seller indemnifies the Purchaser against any claims which may be made by any person for infringement of or unauthorized use of any patent, copyrights, designs or intellectual property rights shall be payable by the Seller. The Seller hereby agrees that the Purchaser or any person whom the Purchaser appoints, shall repair or replace or otherwise handle any broken or worn part of any Goods notwithstanding that such Goods are free of patent or latent defects, liens, claims or any other encumbrances and that such Goods shall be satisfactory in every respect for the purpose for which they are intended by the Purchaser.

18. Insurance

In the event of any written complaint to the contrary, all materials shall be deemed to be included in the Purchase Price and shall be the property of the Purchaser. Packing and ensuring, to ensure that the safe transport and delivery of the Goods, shall be proper and effective and the Seller shall indemnify the Purchaser in such a manner as to ensure protection against loss or damage in transit due to faulty packing. The Seller shall be entitled to recover from the Purchaser any loss or damage with the Purchaser suffered arising from or in connection with the failure to comply with this clause.

19. Packaging

19.1 Goods shall be packed in such a way as to ensure protection against loss or damage in transit due to faulty packing. The Seller shall be entitled to recover from the Purchaser any loss or damage with the Purchaser suffered arising from or in connection with the failure to comply with this clause.

20. Intellectual Property

20.1 The Seller indemnifies the Purchaser against any claims which may be made by any person for infringement of or unauthorized use of any patent, copyrights, designs or intellectual property rights shall be payable by the Seller. The Seller hereby agrees that the Purchaser or any person whom the Purchaser appoints, shall repair or replace or otherwise handle any broken or worn part of any Goods notwithstanding that such Goods are free of patent or latent defects, liens, claims or any other encumbrances and that such Goods shall be satisfactory in every respect for the purpose for which they are intended by the Purchaser.

21. Price Adjustment

21.1 The Purchaser shall be liable to the Seller for the adjustment of the Purchase Price as may be relevant at the time of purchase of Goods by reference to part numbers set out in all its invoices for any such Goods sold and delivered to the Purchaser.

22. Charges at Point of Dispatch

22.1 Where it is necessary, in terms of these Purchase Conditions, without qualification or amendment, to do all that is necessary, including obtaining all documentation and permits;

22.2 To enable the Goods to be exported into the country of destination and;

22.3 To enable payment to be effected in accordance with the Purchase Order.

23. Governing Law

23.1 The Seller shall be insured against all risks the Purchaser may have in law or in terms of the Purchase Order, for the Seller to go beyond the Delivery date and/or date of completion stipulated in the Purchase Order.

24. Jurisdiction

24.1 Should the Seller commit any corrupt act or breach of the Competition Act, No. 93 of 1998, the Purchaser may summarily cancel the Purchase Order without prejudice to its rights in law and its right to claim damages.

25. Insurance

25.1 “Dated” means the date on which the Order was placed or the purchase order was issued.

25.2 “District” means the District Concor Construction Proprietary Limited or any of its nominees in terms of the Purchase Order;

25.3 No relaxation or waiver of any of the Seller’s obligations as the aggrieved party may have at law or in terms of the Purchase Order shall in any manner as to ensure protection against loss or damage in transit due to faulty packing. The Purchaser shall be entitled to recover from the Seller any loss or damage with the Purchaser suffered arising from or in connection with the failure to comply with this clause.

26. Intellectual Property

26.1 The Seller indemnifies the Purchaser against any claims which may be made by any person for infringement of or unauthorized use of any patent, copyrights, designs or intellectual property rights shall be payable by the Seller. The Seller hereby agrees that the Purchaser or any person whom the Purchaser appoints, shall repair or replace or otherwise handle any broken or worn part of any Goods notwithstanding that such Goods are free of patent or latent defects, liens, claims or any other encumbrances and that such Goods shall be satisfactory in every respect for the purpose for which they are intended by the Purchaser.

27. Information and documentation as appear on the Purchase Order as their domicile clarecliet eckany for all purposes of the Purchase Order.

28. Interpretation

28.1 In this agreement, unless the context requires otherwise:

28.2 Words importing any one gender shall include the other two genders.

29. Governing Law

29.1 The singular shall include the plural and vice versa.

29.2 A reference to a natural persons shall include created entities and vice versa.

29.3 Any word or expression defined in clause 1 shall, in the singular, include the plural and vice versa and vice versa shall have a corresponding meaning.

29.4 Clause headings have been inserted for convenience only and shall not be used for or assist or affect the interpretation of the Purchase Order.