

## **BASTION LIME (PTY) LIMITED (“BASTION”)**

### **TERMS AND CONDITIONS**

1. Bastion supplies lime and related products to the agricultural sector. These terms and conditions apply in respect of the procurement of such products.
  - i. As soon as a **quotation** (issued by Bastion to a customer regarding a specific product/products) is accepted by a customer; or
  - ii. when an **order** is placed for a specific product/products with Bastion and Bastion accepts such an order,a purchase agreement is constituted between the parties.
2. The purchase price of any product, whether ordered or per quotation, is payable within 3 (three) days after acceptance of the order or quotation as indicated above, unless the customer has an approved credit limit with Bastion.
3. Should a credit limit in favour of the customer be in place, the purchase price of any product may not exceed the credit limit. Should a purchase price exceed the credit limit, only the portion of the product which can be accommodated within the credit limit, will be delivered.
4. In instances where product is purchased and the approved credit limit of the customer has been taken up in full, or if only a portion of the purchase can be accommodated in terms of the credit limit (clause 3), the portion of the product purchased which cannot be accommodated within the credit limit, will be subject to the provisions of clause 2.
5. The purchase price of the product/products delivered in terms of:
  - i. an **order**, is Bastion's current price per metric ton for the product/products, as agreed in the order, whether packaged or in bulk and irrespective of the date on which the order was placed;
  - ii. a **quotation** is the price per metric ton as indicated in the quotation.
6. In the event of an **order** where the product/products can be delivered over a period of time, the price of every delivery will be Bastion's current price as at the date of delivery, unless otherwise agreed in writing by Bastion.
7. Payment of the product (and, if applicable, transport of the product should Bastion arrange such transport - see clause 14), must be made as follows:
  - i. should the product be purchased in terms of an approved credit limit, payment must be made in accordance with the terms as agreed on the order;

- ii. in all other instances, payment must be made in cash before delivery of the product/products. Payment may be made by means of electronic fund transfers ("EFT"). A cash payment will be deemed to have been received as soon as it reflects in the bank account of Bastion.
8. Bastion will have no obligation to deliver any product or render any other services should a customer neglect to make any payment in terms of clause 7, or neglect to make full payment.
9. All payments to be made in terms of this agreement, must be paid into the following Bastion bank account:  
  
Bank: Absa Bank  
  
Branch: Lichtenburg  
  
Branch number:334239  
  
Account number: 990350388
10. Should the customer at any stage after acceptance of an order or quotation (see clause 2) wish to cancel the order which arises as a result thereof (whether in full or partially), a cancellation fee of 5% (five percent) of the value of the order will be charged, payable by the customer. The customer is not entitled to cancel any order or a portion thereof, which has already been delivered.
11. All payments which are not specifically described herein, will be payable within 30 (thirty) days after date of invoice, unless specifically agreed otherwise, in writing, by Bastion.
12. Delivery will take place when the product/products are loaded on the truck (whether by rail or road), which transports the product/products on behalf of the customer. Delivery will take place at the Bastion premises as indicated in the relevant quotation or order. Each consignment of product/products loaded, will be deemed to constitute a separate order for purposes of delivery and invoicing.
13. The customer is responsible for the arrangement and payment of all transport (and any related costs), in respect of the product/products.
14. The customer has to collect the product/products at the relevant Bastion premises. Bastion may, should the customer submit such a request, make the transport arrangements on behalf of the customer, at the cost of the customer. However, Bastion

is not obliged to arrange transport. Should Bastion agree to make the transport arrangements, Bastion may, at its sole discretion, decide on the transport contractor to be appointed, as well as the basis upon which such appointment will take place. Such transport contractor will be deemed to be the customer's agent for purposes of this agreement.

15. In instances where Bastion has to arrange transport, the customer has to pay the transport costs in full, upon request, to Bastion prior to the delivery of the product/products. Should partial payment of the transport costs be received, Bastion will be entitled, but not obliged, to cancel the transport arrangements without any liability. In the event of such cancellation, as provided in this clause, the customer shall be responsible for the payment of any costs which may arise as a result.
16. Should the customer wish to change the transport arrangements made by Bastion, i.e. should the address where the product has to be delivered, be changed, Bastion may, at its sole discretion, agree to such a change, without being obliged to accept such a change. The customer shall be responsible for any additional costs which may arise from such a change.
17. Should the customer neglect to pay any outstanding amounts, or pay after the payment date, the customer shall be responsible for all costs and damage which may arise as a result of non-payment or late payment.
18. Bastion does not guarantee delivery on a specific date, but will attempt as far as possible to deliver on a date as close as possible to the date reflected in the order. Bastion is not liable for any damage which may arise as a result of late delivery, irrespective of the reasons therefor.
19. Bastion guarantees the full mass of the product/products as indicated on the weighbridge slip upon delivery thereof. Should the customer allege that the mass of the product/products delivered was lower than the mass indicated on the weighbridge slip, the onus is on the customer to prove, on a balance of probabilities, that the mass as indicated, was incorrect.
20. The customer has to report any dispute relating to the quality of the product to Bastion at the following email address: [sales@bastionlime.co.za](mailto:sales@bastionlime.co.za) within 5 (five) days from delivery.. Should a quality dispute not be reported within the said 5 (five) days, it will be deemed that the quality of the delivered product/products complies with the applicable standards.

21. Bastion is entitled to recover any legal costs incurred to enforce any rights in terms of this agreement, from the customer on a scale between attorney and client. Bastion is entitled to charge interest on overdue amounts, calculated at the prime lending rate of the bankers of Bastion, as applicable from time to time, plus 2%.
22. As soon as the product/products have been delivered, all risk is transferred to the customer.
23. Ownership of the goods remain vested in Bastion, until full payment of the purchase price and all other costs relating thereto are received and confirmed by Bastion.
24. Bastion may amend these terms and conditions from time to time. Such amendments will be effective as from the date upon which it is published on Bastion's website. Orders accepted by Bastion prior to the amendment of the terms and conditions, will be executed in accordance with the terms and conditions which were applicable at the time of the acceptance of the order by Bastion.
25. No representation, undertaking or guarantee will have any force or effect unless reduced to writing and signed by an authorised representative on behalf of Bastion. The customer also confirms that no representations have been made or undertakings given, with the exception of those reflected in this document.
26. A certificate signed by any manager of Bastion, whose authorisation and appointment does not have to be proved, in which the amount due by the customer to Bastion is explained, shall serve as prima facie-proof of the contents thereof in any proceedings or legal action. Such certificate will also be deemed to be a liquid document.