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Standard Terms and Conditions of Trade between VAN DOORN SOUTH AFRICA (PTY) LIMITED and supplier

1. VAN DOORN SOUTH AFRICA (PTY) LIMITED is a registered South African Company with company registration number 2000/009036/07.

Incorporated into VAN DOORN SOUTH AFRICA (PTY) LIMITED is:

- VAN DOORN TOP FRUIT AND LIVESTOCK COMPANY (PTY) LIMITED with registration number 2011/109092/07
- VAN DOORN CITRUS (PTY) LIMITED with registration number 2005/025553/07
- VAN DOORN GLOBAL (PTY) LIMITED with registration number 2011/109097/07
- VAN DOORN SERVICES (PTY) LIMITED with registration number 1999/028310/07

2. Hereafter the above companies will be referred to as VAN DOORN SOUTH AFRICA (PTY) LIMITED.

3. VAN DOORN SOUTH AFRICA (PTY) LIMITED acts as a principal and as such buys and sells products on a firm price basis as per PURCHASE ORDER (hereafter referred to as P/O) sent.

4. All products delivered to VAN DOORN SOUTH AFRICA (PTY) LIMITED are subject to the following:

- 4.1 The Standard Terms and conditions of Trade as laid out in this document.
- 4.2 The P/O sheet as sent by e-mail or fax to the contact details provided by the supplier.
- 4.3 The P/O will clearly indicate:
 - 4.3.1. The order number
 - 4.3.2. The pack variety
 - 4.3.3. The pack type
 - 4.3.4. The grade
 - 4.3.5. The brand
 - 4.3.6. Quantity of order

Van Doorn South Africa (Pty) Ltd

Reg no: 2000/009036/07 VAT no: 4410192290 Managing Director: JH Vorster

LEGAL NOTICE:

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4.3.7. Point of delivery

4.3.8. Due date of delivery

4.3.9. Fixed price

4.3.10. Incoterm, as per INCOTERMS (2010)

5. All products will be released at a designated depot, port or port of discharge as indicated on the P/O sheet. The consignment must comply with the following:

5.1 The consignment must be accompanied by a valid consignment note and invoice, clearly indicating the order number as per the P/O sheet.

5.2 The consignment must be as per the P/O sheet in terms of volume, specification and timing

5.3 The Perishable Product Export Control board (hereafter referred to as PPECB) must preapprove the consignment.

5.4 The consignments must be according to the Quality Standards of VAN DOORN SOUTH AFRICA (PTY) LIMITED as set out in the packing specifications of VAN DOORN SOUTH AFRICA (PTY) LIMITED. A copy can be provided by VAN DOORN SOUTH AFRICA (PTY) LIMITED to the supplier.

5.5 All consignments to be available at the depot on or before the cut-off date as per the P/O sheet.

6. In case of non-conformity to the loading instruction, any additional costs will be for the supplier.

6.1 If the quality of the product is below the VAN DOORN SOUTH AFRICA (PTY) LIMITED Quality Standards, the possible related market and insurance losses will be for account of the supplier.

7. VAN DOORN SOUTH AFRICA (PTY) LIMITED will execute all payments as per the agreed payment protocol, provided:

7.1 The product was in a sound condition upon arrival at the address of the consignee.

7.2 The product was not re-consigned as open stock.

7.3 There are no outstanding Credit Notes pertaining to the specific consignment invoice.

7.4 All intake and consignment documents were correct at the point of intake and in time.

7.5 No dispute with regard to the delivery is outstanding.

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7.6 No element of Force Majeure exists.

7.7 There were no vessel or discharge delays beyond the control of VAN DOORN SOUTH AFRICA (PTY) LIMITED.

7.8 The finance department received a valid supplier invoice.

8. All payments will be in the currency as per the P/O sheet, except in cases where :

8.1 The consignment was subject to an insurance claim.

8.2 The consignment was sent to an alternative market in consultation with the supplier.

8.3 Any other condition that prevented the receipt of the indicated currency.

9. VAN DOORN SOUTH AFRICA (PTY) LIMITED takes no responsibility for currency or hedging losses.

10. Product of an unsound nature upon arrival at the premises of the consignee will be treated according to the standard VAN DOORN SOUTH AFRICA (PTY) LIMITED Claim Procedures of which a copy is available on our website. Parc du Cap 3, GF-04

Mispel Road

Bellville E-mail: info@vandoornsa.co.za

11. Unless otherwise agreed, the Quality Standards of VAN DOORN SOUTH AFRICA (PTY) LIMITED will be used as the accepted quality standard and norms.

12. Unless otherwise agreed, INCOTERMS (2010) will be the applicable INCOTERMS to use:

13. The Financial Year End of VAN DOORN SOUTH AFRICA (PTY) LIMITED is 31 December. No claims or disputes will be entered into later than 2 months after this date. 13. All disputes to be addressed by means of arbitration through legal counsel within the borders of the Republic of South Africa.

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