



FORGE CHEMICALS STANDARD TERMS AND CONDITIONS OF SALE

Forge Chemicals (PTY) Ltd — Standard Terms and Conditions of Sale

These Terms and Conditions (“Terms”) govern all sales of chemical products (“Goods”) by Forge Chemicals (“Seller”) to its customers (“Buyer”). By placing an order, the Buyer agrees to be bound by these Terms unless otherwise agreed in writing by both parties.

DEFINITION

“We/Us/Supplier” – FORGE and/or its appointed sellers/exporters

“You/Customer” – The purchaser/buyer

“Product/Material/Goods” – the chemical products and related materials to be purchased

“These Conditions” – These terms and conditions

“S/C” – Sales Contract or Sales Confirmation

“L/C” – Letter of Credit

“FOB” – Free on Board

“CFR” – Cost and Freight

“CIF” – Cost Insurance Freight

1. Offer and Acceptance

All quotations by Forge Chemicals are non-binding until accepted in writing. A sale is only confirmed upon issuance of a written order confirmation by the Seller.

2. Prices and Payment

- All prices are quoted in the applicable currency and are exclusive of taxes, duties, and shipping costs unless otherwise specified.
- Payment terms are net.
- Late payments may incur interest at [e.g., 1.5%] per month or the maximum allowed by law.

3. Delivery and Transfer of Risk

- Delivery dates are estimates and not guaranteed. Delay in delivery shall not entitle the Buyer to cancel the order or claim damages.
- Risk of loss or damage transfers to the Buyer upon delivery at the agreed location (e.g., FOB, CIF, EXW according to Incoterms 2020).

4. Retention of Title

Title to the Goods shall remain with Forge Chemicals Limited until full payment has been received.

5. Inspection and Claims

- The Buyer must inspect the Goods upon receipt and notify the Seller of any defects or shortages within [e.g., 5] business days.
- Failure to provide timely notice constitutes acceptance of the Goods.

6. Warranties and Liability

- Seller warrants that the Goods will conform to agreed specifications at the time of delivery.
- All other warranties, express or implied, are excluded to the maximum extent permitted by law.
- Seller's liability is limited to the replacement of defective Goods or refund of the purchase price, at the Seller's discretion. Under no circumstances shall the Seller be liable for indirect, incidental, or consequential damages.

7. Force Majeure

The Seller shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, war, pandemics, labor disputes, supply shortages, or transportation delays.

8. Compliance and Safety

- Buyer agrees to comply with all applicable local and international laws regarding the handling, storage, and use of the Goods.
- Buyer shall ensure proper safety and environmental standards are maintained in the use of the Goods.

9. Compliance and Safety

Goods sold may be subject to export control laws. Buyer agrees not to export or re-export the Goods in violation of any applicable export laws or regulations.

10. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. Any disputes arising out of or related to these Terms shall be subject to the exclusive jurisdiction of the competent courts of South Africa.

11. Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

12. Entire Agreement

These Terms constitute the entire agreement between the Buyer and Seller with respect to the sale of Goods and supersede all prior agreements, understandings, and communications.