CLAUSE 1

Validity of Quotations:

**Period:** Where Colas quotations do not refer to a specific contract, prices are valid for 90 (ninety) days. Where Colas quotations refer to a specific contract, prices are valid for the duration of the initial contract period, provided that acceptance is received within 90 (ninety) days from the date of quotation.

In the event of the supply of products or services extending beyond the original price validity, or acceptance not being received within 90 (ninety) days, Colas reserves the right to negotiate revised prices.

- **Quantities:** Unless agreed to by Colas in writing, quotations shall not be accepted in part only. In case of substantial variations in the quantities of products or services supplied within the frame of a quotation relating to a specific contract, Colas reserves the right to negotiate revised prices or claim loss of revenue.

CLAUSE 2

VAT and Foreign Taxes - All prices quoted are exclusive of Value Added Tax, foreign taxes or border fees, unless otherwise stated on Colas quotations.

CLAUSE 3

Credit Approval - Supply of products or services in terms of any Colas quotations is subject to prior acceptable financial arrangement in respect of payment being made.

CLAUSE 4

Payment Terms and Ownership - The terms of payment are cash on delivery. Facilities for credit may however be granted in writing at the discretion of Colas, in which event payment shall be made within 30 (thirty) days from date of statement.

In the event of the customer's agreed credit limit or payment terms being exceeded, Colas has the right to suspend all further deliveries or products or services whether or not related to the same order, until payment is received, without prejudice to Colas's right to cancel the remainder of the order and to recover all monies then outstanding and damages.

Colas shall be entitled to claim interest at the ruling prime bank overdraft rate plus 5 (five) % on any account not paid on or before due date. The customer shall not be entitled to withhold, deduct or set-off payments due by the customer for any reason whatsoever, including any dispute that may be pending.

Notwithstanding the delivery of any product or item to the customer, ownership therein shall not pass to the customer until Colas has received payment in full of the purchase price in respect of such product or item.

CLAUSE 5

Confirmation of Order for Services - Colas will use their best endeavours to meet delivery dates but it is clearly understood and agreed that all times or dates for delivery or performance of services quoted by Colas are business estimates only and do not constitute contractual undertakings by Colas as to when delivery will take place and Colas shall not be liable in any way whatsoever for failure to meet delivery times or dates.

CLAUSE 6

Confirmation of Orders for Products - Where products are to be collected by the customer, the dates and times of collection shall be subject to agreement at least 72 (seventy two) hours in advance. Where products are collected, loading is done entirely at the customer's own risk and the customer indemnifies Colas from any claims from, or on behalf of the customer, his employees or sub-contractors.

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CLAUSE 7

Orders Cancellation - Should the customer cancel any order after the despatch of such order or part thereof, Colas reserves the right to recover all and any costs incurred whether directly or indirectly in consequence of such cancellation.

CLAUSE 8

Customer Representative - Colas will only execute the offloading or application of products when the customer or his duly authorised representative is present. If a said representative is not present and in consequence the delivery, offloading of application is aborted, then Colas reserves the right to recover all and any costs incurred whether directly or indirectly in consequence thereof.

CLAUSE 9

Source of Supply - Colas reserves the right to nominate the source of all materials used in any contract resulting from Colas quotations, including any of its branches, associated companies or third party companies.

CLAUSE 10

Product Standards - All products supplied by Colas will, unless otherwise specified, be in compliance with applicable standards, being COLTO specifications, SABS standards or Colas Proprietary Products description.

CLAUSE 11

Customer Own Specifications - If the product is supplied in accordance with a specification stipulated by the customer, Colas does not warrant that such specification is suitable for its intended purpose. If Colas quotation didn't consider any deviation to the specifications mentioned in clause 10, Colas reserves the right to revise their prices in line with additional manufacturing or operating costs resulting from the said deviation to the standard.

CLAUSE 12

Transport Act - Delivery and application of all products is subject to the availability of the necessary permits, certificates or exemption in terms of the Road Transportation Act or any similar, subsequent or other legislation in connection with the transportation of the product or services referred to in the quotation, and Colas shall not be bound to any contract if such permits, certificates or exemptions are refused, withdrawn or cancelled in respect of that contract.

CLAUSE 13

Rental of Storage Tanks - Storage tanks will be established on site and returned to Colas at customer cost. The customer will be responsible for maintaining these tanks in the condition in which they were handed over to them on site, for informing Colas of any movement of these tanks, for insuring these tanks against loss of any kind and for notifying Colas, should any third party lay claim to any of these tanks. The customer shall only use these tanks for products supplied by Colas. A tank rental form will be signed contractually at the establishment and de-establishment of each tank.

CLAUSE 14

On Site Heating Costs - All products to be sprayed by Colas's vehicles will be delivered at the correct temperature for surface application, which can be obtained on Colas website under heading Conditions of Sale - Application Temperatures”. In the event of it being necessary to maintain temperature after delivery, for reasons beyond Colas control, such temperature maintenance shall be done at the sole cost of the customer. All spraying of binders will be undertaken at temperatures strictly in accordance with the manufacturer's specification.
CLAUSE 15

Spraying Standards - A valid Provincial Administration Certificate will be available in respect of all spraying units operated by Colas. All applications of binders will be carried out within accepted tolerances as provided by COLTO (as amended from time to time). These tolerances do not apply to test runs Colas's operator might make whilst calibrating his machine, or any hand spray of product on areas not suitable for application by machine.

CLAUSE 16

Slurry Seal - Unless there is prior agreement to the contrary, all Colas calculations of the quantities of slurry seal which are mixed and laid will be based on the assumption that there is a general bulking of 10 (ten) % in the hopper of the delivery machine after it has been loaded to the correct level. Colas accepts no responsibility for any damage of whatsoever nature that may be caused to a slurry seal surface during the curing period. In the event of any such damage occurring, the necessary repairs will only be undertaken at the customer's expense.

CLAUSE 17

Weather Condition - Colas has the right, at its sole discretion, to suspend, for as long as deemed necessary, any spraying or slurry sealing operation should it be considered that the prevailing weather conditions are unsuitable. In the event of such operation being suspended, Colas shall only resume spraying or slurry sealing during such adverse weather conditions, if specifically authorised in writing to do so by the customer, and on the understanding that all work shall be carried out entirely at the customer's risk. The customer indemnifies Colas against all or any claims that may be made against Colas as a result of the carrying out by Colas of such an instruction.

CLAUSE 18

Standing Time - When product is delivered, the customer is permitted 2 (two) hours to off-load, thereafter standing time will be charged at the ruling rate at time of delivery. When services are delivered, and in case of Colas being delayed for reasons being reasonably under the control of the customer, Colas reserves the right to charge standing time according to actual costs incurred, including Colas's site and general overhead costs of the contract.

CLAUSE 19

Sub-Contractor - Colas reserves the right to sub-contract any part of any contract. All terms and conditions set out herein shall apply to such sub-contractor.

CLAUSE 20

Unit of Measures - In all instances the unit of measure for the supply and application of products will be the litre, measured at application temperature. The unit of measure of mixing and laying of slurry seal will be the cubic metre as measured in the hopper of Colas slurry seal units, with consideration of a general bulking of 10 (ten) %.

CLAUSE 21

Conversion Factors - Typical conversion factors to apply in measurement of binder quantities can be made available on request or consulted on Colas website under heading "Conditions of Sale - Conversion Factors".
CLAUSE 22
Price Adjustment - The prices quoted in Colas quotations are firm and subject to price adjustment as follows:-

Rise & Fall - Variations in the list prices of Special Materials referred to in Colas quotations shall be for the customers account. The list and contents of typical Special Materials can be made available on request or obtained from Colas website under heading "Conditions of Sale - Price Adjustment - Special Materials".

Escalation - For the services, and for the portion of the rates quoted for products not covered by Rise & Fall, escalation will be charged. The value of each product or service invoiced by Colas shall be increased or decreased by the amount obtained by multiplying the quoted rate or price, less the value of Special Materials, by an adjustment factor, being the ratio between the Consumer Price Index prevailing two months prior to the date of the quotation and the Consumer Price Index prevailing two months prior to the month during which the relevant product or service is delivered.

CLAUSE 23
Customer Complaints - No complaints will be considered by Colas regarding delivery, application rates, quantities of product delivered or quality of the product, unless written notification is received by Colas from the customer within 72 (seventy two) hours from delivery of the product or service.

CLAUSE 24
Limit of Responsibility - No responsibility is accepted by Colas for loss or damage arising out of the customer's negligent or unskilled use of material, or failure to comply with any instructions for use given by Colas.

CLAUSE 25
Consequential Loss - Under no circumstances whatsoever shall Colas be liable for any direct or consequential damages arising out of the supply of defective products or from any other cause whatsoever and the customer indemnifies Colas against all claims of whatsoever nature which may be made against Colas arising from the use by any person of the product supplied in terms hereof.

Colas' sole liability in respect of defective product shall in the Company's sole discretion be either to replace such product or to refund the cost of such defective product paid by the customer.

CLAUSE 26
Customer Indemnity - The customer shall indemnify Colas from any claims or actions for damage to property, life or limb of any third party caused in the course of this contract or by the negligence of the customer, his employees or any subcontractor used by the customer.

CLAUSE 27
Force Majeure - If Colas is prevented from carrying out any of its obligations under its contract with the customer by reason of force majeure (which, without detracting from the generality of the afore going shall include acts of God, storm, flood, major breakdown of machinery, war, whether declared or not, or warlike conditions, industrial action, labour unrest, civil commotion, economic upheavals, boycotts or embargoes, regulations or orders of any Government, any partial or total cessation in the provision of supplies to Colas by any existing supplier for whatever reason, delays or lack of railroad, truck or sea borne freight facilities or any other state of affairs arising or being brought about which is outside the reasonable control of Colas), the performance by Colas of it's obligations shall be suspended during the continuance of the aforesaid circumstances to the extent of which it is so prevented from performing, provided always that a written notice shall be given by Colas of any such inability and of the cessation thereof.

Colas shall not be liable in any way for any delay or failure in the performance of its obligations under the contract due to or resulting from force majeure.
CLAUSE 28

Raw Materials Shortages - Colas reserves the right to change the source of supply of petroleum-based products and aggregates when supplies of such raw materials are curtailed or disrupted. The costs incurred by Colas in this regard will be for the customer's account. Where applicable, this quotation is based upon required supplies of petroleum-based products being freely locally available for the manufacture, supply, application and completion of the contract.

If during the currency of the contract there shall be a curtailment or disruption in the local supply of petroleum-based products outside the reasonable control of Colas which materially affects the execution of the contract, Colas shall use its best endeavours to complete the execution of the contract but shall be entitled to an extension of time for completion, and shall further be entitled to such adjustment of the amount of the contract price as in the opinion of the engineer shall be reasonable, regard being had to all material and relevant factors directly affected by such curtailment or disruption including Colas's site and general overhead costs of the contract.

CLAUSE 29

Costs and Jurisdiction - The provisions hereof shall be governed and construed in all respects in accordance with the provisions of the Laws of the Republic of South Africa and the customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of the Magistrate's Act in respect of any action or application arising out of or in connection with these conditions notwithstanding that the amount in issue may exceed the jurisdiction of such Court.

In the event of any legal proceedings being instituted the customers agrees to effect payment of Colas' legal costs on the scale as between Attorney and own client.