

Olive Group Distributors

TERMS AND CONDITIONS OF SALE

Date Updated: 22 October 2025

1. These terms and conditions (“Conditions”) shall apply to all transactions between the parties and shall prevail over any conflicting terms contained in the Buyer’s standard documents, including purchase orders or other general terms, unless expressly agreed otherwise in writing by the Supplier.
2. The prices and discounts in effect shall be those applicable on the date of dispatch of the goods. The Supplier shall provide the Buyer with not less than thirty (30) calendar days’ prior written notice of any intended price increase. The Buyer shall have the right, within seven (7) calendar days of receiving such notice, to cancel without penalty any portion of an order that has not yet been produced or packed by the Supplier at the time of cancellation.
3. The Buyer acknowledges that payment is due within thirty (30) days from the date of the statement, which shall correspond with the last day of each month during which a particular delivery was made. Overdue amounts shall bear interest at prime +1% per annum, calculated daily and compounded monthly.
4. The Supplier reserves the right to decline any order placed by the Buyer on reasonable commercial grounds, including but not limited to concerns related to the Buyer’s creditworthiness, stock unavailability, or compliance with applicable regulatory or contractual obligations. If the Supplier declines two (2) or more consecutive orders, it shall, upon written request from the Buyer, provide brief written reasons for such refusals.
5. The Supplier’s discretion in accepting or rejecting orders, setting supply conditions, or engaging in other commercial conduct under this agreement shall not be exercised in an arbitrary, capricious, or unlawfully discriminatory manner.
6. The Supplier shall use reasonable commercial efforts to meet agreed delivery dates, provided that time shall not be of the essence. If the delivery of any goods is delayed by more than fifteen (15) business days beyond the agreed delivery date for reasons attributable solely to the Supplier, the Buyer may cancel the delayed portion of the order, and the Supplier shall refund any advance payment received in respect thereof. The Supplier shall not be liable for any indirect, consequential, or special loss or damage, including loss of profit, revenue, business, or anticipated savings, except to the extent such loss arises directly and foreseeably from the Supplier’s wilful misconduct or gross negligence. The Supplier’s total liability for direct loss or damage due to delay shall be limited to the price of the affected goods or the reasonable, documented additional costs incurred by the Buyer in sourcing substitute goods, whichever is lower, except where such delay is caused by the Supplier’s wilful misconduct or gross negligence, in which case this limitation shall not apply.
7. Risk in the goods shall pass to the Buyer upon delivery and offloading at the Buyer’s nominated address or collection by the Buyer, as the case may be. Ownership remains with the Supplier until full payment is received. The Buyer shall not encumber or dispose of the goods prior to transfer of title. The Buyer shall inspect the goods for visible damage within forty-eight (48) hours of delivery and notify the Supplier in writing of any such damage within that period. For latent (non-visible) defects, the Buyer shall notify the Supplier within thirty (30) calendar days of delivery, failing which the goods shall be deemed accepted in good order.

8. A delivery note or similar document signed by an authorised representative of the Buyer shall constitute *prima facie* evidence that the goods were delivered and received in the stated quantities and external condition. This provision shall not affect the Buyer's rights to notify the Supplier of latent defects as provided for in clause 7.

9. In the event of any breach by the Buyer of its obligations under this agreement, the Supplier shall provide the Buyer with written notice of such breach and afford the Buyer seven (7) calendar days to remedy the breach. Should the breach not be remedied within such period, the Supplier shall be entitled to enforce its rights in terms of this agreement. No cure period shall apply in respect of non-payment by the Buyer persisting for more than seven (7) calendar days or in the event of the Buyer's insolvency or business rescue.

10. Where the goods supplied have not been manufactured by the Supplier, including but not limited to consumables and strapping, the Supplier shall pass through to the Buyer any applicable manufacturer's warranties. The Buyer acknowledges that such consumables and strapping are not manufactured by the Supplier and are provided subject solely to the applicable manufacturer's warranties, and the Supplier provides no additional warranties in respect thereof. The Supplier warrants that such goods will conform to the order specifications and be supplied in accordance with law. If the manufacturer fails to honour its warranty, the Supplier will, at its option, repair, replace, or refund up to the purchase price of the affected goods. The Buyer shall not withhold or set off payment except to the extent of the value of the goods under dispute.

10A. All consumables and strapping must be used strictly in accordance with the manufacturer's specifications. The Supplier shall not be liable for any loss, damage, or defect arising from incorrect or improper use.

11. Returns of goods not arising from any fault or breach on the part of the Supplier shall be subject to the Supplier's prior written approval and a handling fee of ten percent (10%) of the invoiced price of the returned goods. The Supplier shall be under no obligation to accept the return of goods more than seven (7) calendar days after delivery. No handling fee shall apply where the return is due to the Supplier's error, including delivery of defective or incorrect goods.

12. The Buyer shall pay all invoices in full and on time, free of any deduction, withholding, or set-off, unless otherwise ordered by a competent court. In the event of a bona fide dispute regarding the conformity or quality of the goods, the Buyer shall notify the Supplier in writing within five (5) business days of delivery, providing reasonable particulars. The Supplier shall address such notice within ten (10) business days.

13. Data Protection

13.1 The Parties shall comply with the Protection of Personal Information Act 4 of 2013 ("POPIA") and any applicable data protection laws when Processing Personal Information under this Agreement.

13.2 Each Party is a responsible party in terms of POPIA and shall:

13.2.1 only process Personal Information for purposes related to this Agreement;

13.2.2 implement reasonable security measures to prevent unauthorized access, loss, or misuse;

13.2.3 not transfer Personal Information outside South Africa unless adequate protection exists; and

13.2.4 comply with any lawful request by the other Party regarding access, correction, or deletion of Personal Information.

13.3 The Supplier shall only process the Buyer's Personal Information for credit assessment, account administration, and performance of this

Agreement, and shall not disclose it to third parties without the Buyer's consent unless required by law.

13.4 Each Party indemnifies the other against losses arising from a breach of this clause.

14. Force Majeure: Neither party shall be liable for any delay or failure in performing its obligations under this agreement (excluding payment obligations) if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, civil unrest, sabotage, pandemic, government intervention or restrictions, industrial action, fire, flood, power outages, or failure of suppliers or transport. The affected party shall promptly notify the other party in writing of the force majeure event and its expected duration. If the force majeure event continues for more than thirty (30) calendar days, either party may terminate the affected order by written notice to the other, without liability.

15. Dispute Resolution

15.1 Any dispute arising from or related to this agreement shall first be referred to good faith negotiations between senior representatives, to be held within ten (10) business days of written notice.

15.2 If unresolved, the dispute shall be submitted to confidential mediation under the rules of the Arbitration Foundation of Southern Africa (AFSA), or another agreed forum, and mediation shall be commenced within ten (10) business days. Mediation shall take place in Durban, in English, and the costs shall be shared equally unless agreed otherwise.

15.3 If mediation fails, either party may institute proceedings in a court of competent jurisdiction in terms of clause 16.

15.4 This clause does not preclude either party from seeking urgent interim relief in court.

16. Governing Law and Jurisdiction: This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. The parties consent to the exclusive jurisdiction of the High Court of South Africa (KwaZulu-Natal Local Division, Durban) in respect of any proceedings arising out of or in connection with this agreement, subject to clause 15.

17. Non-Waiver: No relaxation, indulgence, or delay by either party in enforcing any right under this agreement shall constitute a waiver of such right, nor shall any waiver of a specific breach be deemed a waiver of any other or subsequent breach.

18. Entire Agreement and Amendments: This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, representations or agreements, whether written or oral. No addition to, variation of, or agreed cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

19. Indemnity: The Buyer shall indemnify and hold the Supplier harmless against any claim, loss, or damage arising from the Buyer's misuse, unauthorised alteration, or unlawful resale of the Goods, or its breach of applicable law. This indemnity shall not apply to the extent that any claim, loss, or damage arises from the Supplier's gross negligence, the supply of defective or non-conforming Goods, or the Supplier's breach of this Agreement. The Buyer's indemnity obligations shall be proportionate to its degree of fault and shall not extend to any indirect, consequential, or punitive losses.

20. The parties acknowledge and agree that the Consumer Protection Act 68 of 2008 ("CPA") does not apply to this agreement or any transaction concluded under it, as neither party is a "consumer" as defined in section 1 of the CPA, being a natural person or a juristic person with an annual turnover or asset value of less than R2,000,000.00 (two million Rand). The parties confirm that all terms herein have been freely negotiated between them in a business-to-business context.

21. Termination

21.1 termination for Cause: Either party may terminate this Agreement, in whole or in part, with immediate effect by written notice if the other party:

(a) commits a material breach of this Agreement and fails to remedy such breach within fourteen (14) days of receiving written notice requiring it to do so, provided that no cure period shall apply to a breach relating to payment that remains outstanding for more than seven (7) days after due date;

(b) becomes insolvent, enters liquidation, or has a business rescue practitioner, receiver, or similar officer appointed over its assets; or

(c) is prevented from performing its obligations for a period exceeding thirty (30) consecutive days due to a force majeure event as contemplated in clause 14.

21.2 Termination on Notice: Either party may terminate this Agreement in its entirety by giving the other not less than sixty (60) days' prior written notice. On termination under this clause, all outstanding amounts between the parties shall be settled in full:

(a) the Buyer shall pay the Supplier for all goods properly delivered and accepted prior to the effective termination date; and

(b) the Supplier shall refund to the Buyer any amounts prepaid in respect of goods not yet delivered.

21.3 Cancellation of Orders for Non-Conforming Goods: The Buyer may cancel any specific order, by written notice, where the goods materially fail to meet the agreed specifications or are otherwise defective, provided that:

(a) the Buyer notifies the Supplier of such alleged defect within the time periods specified in clause 7; and

(b) the Supplier is afforded a reasonable opportunity to inspect and verify the alleged defect.

If the defect is confirmed by the Supplier or finally determined by agreement between the parties or by a competent authority, the Supplier shall at its own cost collect the defective goods and refund the Buyer the purchase price paid in respect of those goods.

21.4 Consequences of Termination or Cancellation:

- (a) On termination of this Agreement under clauses 21.1 or 21.2, the Supplier shall promptly refund any amounts received in respect of undelivered goods, and the Buyer shall promptly pay the Supplier for all goods properly delivered and accepted prior to termination.
- (b) On cancellation of an order under clause 21.3, the Supplier shall refund the Buyer in accordance with that clause, and the Buyer shall remain liable to pay for all goods not affected by the cancellation.

22. Anti-Bribery And Anti-Corruption

22.1 The Parties will:

22.1.1 comply with all applicable anti-bribery and anti-corruption legislation, including but not limited to the Prevention and Combating of Corrupt Activities Act 12 of 2004 ("PRECCA");

22.1.2 not engage in any activity, conduct or practice which would constitute an offence under such legislation; and

22.1.3 ensure that adequate procedures are in place to ensure compliance.

22.2 Without limitation to the above, neither Party will make, offer, solicit, or receive any bribe, facilitation payment, kickback, or other improper payment, whether directly or indirectly, in connection with this Agreement, either in South Africa or elsewhere. Each Party will implement and maintain appropriate policies and training to ensure compliance.

22.3 Each Party will use all reasonable endeavours to ensure that:

22.3.1 its personnel;

22.3.2 all others associated with it (including consultants and agents); and

22.3.3 its subcontractors,

comply with the obligations in this clause.

22.4 Each Party shall promptly notify the other in writing upon becoming aware of any breach or suspected breach of this clause.

22.5 A breach of this clause shall be deemed a material breach of this Agreement, entitling the non-breaching Party to terminate the Agreement with immediate effect and seek any remedies available under law, provided that the breaching Party fails to remedy the breach (if capable of remedy) within 14 days of written notice.

23. Limitation of Liability: To the fullest extent permitted by law, the Supplier's liability under this agreement is limited to direct losses and shall not extend to any indirect, consequential, special, or punitive damages, except to the extent that such losses arise directly and were reasonably foreseeable as a result of the Supplier's gross negligence or wilful misconduct. The Supplier's total aggregate liability under this Agreement shall not exceed the greater of (a) 150% of the price paid for the goods giving rise to the claim, or (b) the proceeds of any insurance maintained by the Supplier in respect of such liability. In respect of delivery delays, the Buyer shall be entitled to the remedies set out in Clause 6, and in addition may recover reasonable, documented additional costs incurred in sourcing substitute goods.

BY PROCEEDING WITH ANY TRANSACTION, YOU CONFIRM THAT YOU HAVE READ AND AGREED TO THE ABOVE TERMS AND CONDITIONS, AND THAT YOU ARE AUTHORISED TO ACT ON BEHALF OF THE BUYER.