

GENERAL TRADING TERMS AND CONDITIONS FOR SUPPLIERS

of

THE OCEANA GROUP OF COMPANIES

1. Interpretation and Application

- 1.1 This document sets out the terms and conditions ("General Terms and Conditions") which shall apply to the supply of goods and/or services to Oceana Group Limited and/or its subsidiary and associate companies (the "Oceana Group").
- 1.2 The Oceana Group requires all of its accredited and approved suppliers (each, a "Supplier") to agree to be bound by these General Terms and Conditions.
- 1.3 Where a Supplier has an existing or in future enters a service level agreement with the Oceana Group, any such agreement shall be read with these General Terms and Conditions, to the extent possible. Where there is a contradiction or an inconsistency between these General Terms and Conditions and the service level agreement, the latter shall prevail.
- 1.4 Notwithstanding anything to the contrary contained in these General Terms and Conditions, the Supplier understands and agrees that any liability or contract for the supply of goods and/or services by the Supplier to any member of the Oceana Group (each, a "Group Company") shall be and remain exclusively as between the Supplier and the Group Company with whom the Supplier has contracted for the supply of the relevant goods and/or services, and shall not under any circumstances whatsoever be or become a liability of, or impute or be deemed to constitute a liability or joint liability of, any other member of the Oceana Group.
- 1.5 These General Terms and Conditions shall apply to all transactions entered into between a Group Company and the Supplier for the supply of goods and/or services in terms of a valid purchase order ("Purchase Order"). The Supplier understands and agrees that no order may be placed without a Purchase Order first being issued to the Supplier by a Group Company. The Purchase Order number shall be quoted, referenced and reflected on all orders, invoices, credit notes and correspondence between the Supplier and the relevant Group Company.

2. Supplier Account

- 2.1 No new account will be opened without these General Terms and Conditions being signed by the Supplier and returned to the relevant Group Company.
- 2.2 The supply of goods and/or services by the Supplier prior to receipt by the Group Company of the signed supplier application form and relevant appendices, and the opening of a new Supplier account by the relevant Group Company's financial department, may lead to non- payment of the Supplier's account.

3. Purchase Orders

- 3.1 The relevant Group Company's Purchase Order must appear on the Supplier's tax invoice in order for payment to be made. No invoices shall be paid without a Purchase Order number.
- 3.2 The Oceana Group will not accept back orders or alterations to Purchase Orders unless approved and signed by a duly authorised representative of the relevant Group Company.
- 3.3 Delivery of goods by the Supplier to the relevant Group Company will be deemed as acceptance by the Supplier that the Purchase Order pricing reflected therein is correct.
- 3.4 The Supplier acknowledges that it is aware of the purpose for which the goods and/or services are required and being procured. The Supplier warrants that the goods and/or services supplied will be suitable and fit for purpose.
- 3.5 The price specified on the Purchase Order shall constitute the total charge and shall include VAT, as well as any other applicable taxes and duties. It shall furthermore include handling and freight charges as well as any charges in respect of shipping and delivery of goods to the address specified on the Purchase Order.
- 3.6 Notwithstanding anything to the contrary contained herein or in any other agreement between the Oceana Group and the Supplier, the liability of the Oceana Group and/or the relevant Group Company to the Supplier in connection with the goods and/or services supplied under any Purchase Order shall always be limited to the value of the Purchase Order.

4. Delivery, Risk and Insurance

- 4.1 All goods or services shall be delivered or performed at the time and on the date stipulated in the relevant Purchase Order or otherwise specified by the relevant Group Company in writing.
- 4.2 The Supplier shall ensure that a delivery note bearing a Purchase Order number shall be provided to the relevant Group Company upon delivery of the goods or services, as applicable, and that a duly authorised representative of the Group Company accepts and signs for delivery thereof. Acceptance or signature for delivery thereof shall not be construed, interpreted or regarded as acceptance by the relevant Group Company of the content, mass, quantities, specifications, standards, conditions and value of the goods delivered or services performed.
- 4.3 The Oceana Group reserves the right not to accept goods delivered late, defective goods or short deliveries of goods, all of which will be returnable to the Supplier at the sole discretion of the Oceana Group and at the cost of the Supplier.
- 4.4 The Supplier supplies the goods or services at its own risk. The Oceana Group shall not be responsible to take out insurance for any risks arising from or in connection with the supply of the goods or services or any orders placed with the Supplier who

accepts sole responsibility for doing so.

- 4.5 All and any risk of damage to, deterioration, loss or destruction of goods while in transit from the Supplier shall be and remain with the Supplier until received and signed for by a duly authorised representative of the relevant Group Company.
- 4.6 The relevant Group Company may in writing request the Supplier to remove from its premises any goods found to be defective, or likely to cause damage to any person's property or to constitute a nuisance. Failing compliance by the Supplier within 7 days of receipt of such written request, the relevant Group Company may, at the risk and cost of the Supplier, remove such goods from its premises and return the same to the Supplier. The Supplier shall on demand refund to the relevant Group Company all costs incurred in this regard

5. Accounts and Payment

- 5.1 Only valid VAT invoices will be processed for payment.
- 5.2 VAT invoices are to be e-mailed separately on dispatch of the goods or the supply of services to: Suppliers@oceana.co.za.
- 5.3 Settlement discounts are applied on the payment amount inclusive of VAT. The settlement discount will not be affected by late payment due to the Supplier not complying with the requirements for payment set out in these General Terms and Conditions.
- 5.4 The Oceana Group shall not be liable under any circumstances whatsoever for any interest charges imposed by the Supplier.
- 5.5 The Oceana Group reserves the right, at its discretion, to withhold all or part of any payment due to the Supplier until any and all defects have been rectified in compliance with the relevant Group Company's order specifications or the Supplier's guarantee and all items specified in the Purchase Order have been supplied. Payment withheld under these circumstances will not affect discounts agreed upon.
- 5.6 The Supplier may not raise an account dispute more than 12 months after the date of a Purchase Order.
- 5.7 The value of goods returned for credit by the Oceana Group will be set off and deducted from the Supplier's account within the month of return of the goods to the Supplier and any amount owing to the Oceana Group shall be paid by the Supplier within 7 days of receipt of a statement of account from the Oceana Group.
- 5.8 All credit notes issued by the Supplier must reflect the corresponding Supplier's invoice number and the relevant Group Company's Purchase Order number.
- 5.9 The Oceana Group shall be entitled to apply set-off and deduct from any amounts due and payable to the Supplier any amounts that are or become due and payable by the Supplier to the Oceana Group, whether under or pursuant to these General Terms and Conditions or otherwise.
- 5.10 The Supplier's invoices must quote the Purchase Order number and must comply with all requirements pertaining to a VAT invoice. Failure to do so will result in the Oceana Group being unable to process the relevant invoice for payment timeously, in which event the Oceana Group retains the right to claim all and any discounts to which it is entitled. All invoices must reach the relevant Group Company before the fifteenth day of the month following the month of supply. Any invoice reaching the relevant Group Company after that date may only be processed for payment in the following month but will nevertheless be subject to any discounts which may be due to the Oceana Group.

6. Price Increases

A price increase must be agreed in writing with the Oceana Group and may only be implemented 30 days after the date of such agreement unless otherwise agreed in writing.

7. Breach and Termination

- 7.1 Should the Supplier fail to provide the goods or services to the relevant Group Company in accordance with the terms of any applicable service level agreement or the Purchase Order, the Group Company may, within its sole discretion, either (a) suspend the services of the Supplier with immediate effect; or (b) terminate the service level agreement and/or Purchase Order by giving the Supplier not less than 30 days' (or such longer period as the Parties may agree to in writing) written notice to that effect.
- 7.2 Should a Party ("Defaulting Party") commit a breach of these General Terms and Conditions and fail to remedy such breach within 30 days after receipt of written notice from the other party ("Aggrieved Party"), the Aggrieved Party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of any applicable service level agreement and/or Purchase Order, or to cancel any such service level agreement and/or Purchase Order, forthwith and without further notice, and in either case to claim and recover damages from the Defaulting Party.

8. Applicable Law, Jurisdiction and Legal Costs

- 8.1 The contract for the supply of goods and/or services incorporating these General Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 8.2 In the event of there being any dispute or difference between the Parties arising out of any applicable service level agreement, Purchase Order or these General Terms and Conditions (including but not limited to any dispute or difference as to the validity or otherwise of any such service level agreement, Purchase Order or these General Terms and Conditions, or as to the enforceability thereof), the Supplier agrees to the non-exclusive jurisdiction of the Magistrate's Court, notwithstanding that the amount claimed or the value of the matter in dispute exceeds the jurisdiction of the Magistrate's Court.

- 8.3 Notwithstanding the aforesaid, the Oceana Group shall, at its election, have the right to institute proceedings against the Supplier in any division of the High Court having jurisdiction in the matter. In this regard, the Supplier hereby consents and submits to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town.
- 8.4 In the event of the Oceana Group Company instituting legal proceedings against the Supplier, the Supplier shall be liable for and pay all legal costs incurred by the Oceana Group on an attorney and own client scale, including any tracing agent's charges and collection commission in connection with such legal proceedings. In the event that a court decides that such scale shall not apply, the costs will be recoverable on an attorney-and-client scale in accordance with the High Court tariff.

9. Supplier Code of Conduct, Compliance with Laws and Indemnification

- 9.1 The Supplier hereby irrevocably agrees and undertakes to adhere to and comply with the Oceana Group's "Supplier Code of Conduct" which is annexed hereto and incorporated herein by reference.
- 9.2 The Supplier undertakes, immediately upon signature hereof and at any other time requested by the Oceana Group, to provide a copy of a valid letter of good standing issued by the Department of Employment and Labour, which verifies that the Supplier is registered with the Compensation Fund, has submitted all of its returns of earnings and all payments are up to date as well as any other documentation as may be reasonably required by the Oceana Group or in terms of any applicable laws or regulations.
- 9.3 The Supplier shall be solely responsible for and ensure that all of its employees, contractors and agents comply with the provisions of the Occupational Health and Safety Act, No 85 of 1983 (as amended), including any regulations and directives pursuant thereto, at any and all of the Oceana Group's sites which shall include all of the Oceana Group's fishing vessels.
- 9.4 The Oceana Group shall not be liable to the Supplier for any personal injury, loss, damage, shortage or delay or howsoever arising except upon proof by the Supplier that such injury, loss, damage, shortage or delay was solely due to the willful misconduct of the Oceana Group.
- 9.5 The Supplier indemnifies and holds harmless the Oceana Group and its directors, officers and employees against any and all claims, liability, loss, injury, penalty, expense, costs or damages suffered directly or indirectly, of whatsoever nature, arising from, in connection with or as a result of the Supplier supplying the goods or services to the Oceana Group or any breach of or non-compliance by the Supplier with any of the provisions of any applicable service level agreement or these General Terms and Conditions (including without limitation a failure of any of the warranties to be true and correct or to comply with any undertakings by the Supplier in any applicable service level agreement or these General Terms and Conditions) except upon proof by the Supplier that any such claim, liability, loss, injury, penalty, expense, costs or damages was solely due to the willful misconduct of the Oceana Group.

10. Personal Information

- 10.1 A law, known as the Protection of Personal Information Act, 4 of 2013 ("POPIA") provides that when one processes another's personal information, such collection, retention, dissemination and use of that person's personal information must be done in a lawful and transparent manner.
- 10.2 In order to give effect to this right, the Oceana Group is under a duty to provide the Supplier with a number of details pertaining to the processing of its personal information. These details are housed under the Oceana Group's "Procurement And Marketing Processing Notice" and can be accessed on the Oceana Group's website (www.oceana.co.za) or can be provided on request. The Oceana Group requests the Supplier to download and read the notice.
- 10.3 Should the Supplier not accept this notice, the Oceana Group will be unable to maintain a relationship with the Supplier.
- 10.4 The Supplier further agrees and undertakes to deal with any personal information as contemplated in POPIA and received from the Oceana Group subject to and in full compliance with the provisions of POPIA.

11. Consent to Credit Assessment

- 11.1 The Supplier acknowledges and hereby gives consent that the information provided by the Supplier to the Oceana Group may be used for the purposes of assessing its credit worthiness. The Supplier confirms and warrants that information given by it is accurate and complete. The Supplier further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the information.
- 11.2 The Supplier hereby expressly consents to the Oceana Group contacting and requesting information relevant to the Supplier's credit worthiness from any persons, accredited credit bureaus or businesses.
- 11.3 The Supplier hereby expressly consents to and authorises the Oceana Group at all times to furnish personal and credit information concerning the Supplier's dealings with the Oceana Group to an accredited credit bureau and to any third party seeking a trade reference regarding the Supplier in its dealings with the Oceana Group. The Oceana Group reserves its rights to request further information from time to time as may be required to assess and re-assess the Supplier's financial position.

12. Anti-Corruption Undertakings

- 12.1 The Supplier undertakes to the Oceana Group that –
- 12.1.1 it will, and it will procure that its directors, officers, employees, subsidiaries, Business Intermediaries (being in relation to a company, any agent, representative or intermediary of that company or any other third party that,

in each case, is authorised to act in any way for or on that company's behalf) will, comply with –

12.1.1.1 all applicable anti-bribery and anti-corruption laws in any jurisdiction (including the Prevention of Organised Crime Act, No 121 of 1998, the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977) and all applicable anti-bribery and anti-corruption regulations and codes of practice ("Anti-Corruption Laws"); and

12.1.1.2 all applicable competition, state aid, anti-trust, anti-restrictive or anti abusive trade practice or merger control laws in any jurisdiction ("Competition Laws");

12.1.2 it will implement and maintain appropriate policies and procedures designed to ensure, and which are reasonably expected to ensure, compliance by it and each of their directors, officers, employees, subsidiaries and Business Intermediaries with all Anti-Corruption Laws and Competition Laws in relation to its business and the business of any of its subsidiaries;

12.1.3 it will implement and maintain appropriate policies and procedures designed to ensure, and which are reasonably expected to ensure, compliance by it and each of its directors, officers, employees, subsidiaries and Business Intermediaries with all Anti-Corruption Laws and Competition Laws in relation to its business; and

12.1.4 from time to time, at the reasonable request of the Oceana Group, it will confirm in writing that it has complied with its undertakings under this clause 12 and will provide any information reasonably requested by the Oceana Group in support of such compliance.

12.2 A breach by the Supplier of any of the undertakings in this clause 12 shall be deemed to be a material breach of its obligations under these General Terms and Conditions.

13 Conflict of Interest

13.1 Any actual or potential conflict between the interests of the Oceana Group and that of the Supplier, or its owners, shareholders, directors, members or employees in terms of the Supplier's relationship with the Oceana Group ("conflict of interest") must be avoided. The circumstances where a director or employee of the Oceana Group is also a director or a shareholder, in the event of a private company, of the Supplier shall be considered as a conflict of interest.

13.2 If the Supplier is aware of a conflict of interest, it must be disclosed.

13.3 The Supplier must further avoid circumstances, arrangements, changes in ownership, leadership or personnel where a conflict of interest will be created during the period of these General Terms and Conditions. Should a conflict of interest develop, it must be disclosed by the Supplier.

13.4 Upon disclosure, notification or discovery of a conflict of interest, the Oceana Group will engage the Supplier to consider the matter. The Oceana Group may reconsider its relationship with the Supplier and terminate any Service Level Agreement, if applicable, on a calendar month's written notice in the event of the referred conflict of interest.

14 General

14.1 No latitude, extension of time or other indulgence given or allowed by the Oceana Group to the Supplier, and no delay or forbearance in the enforcement of any right by the Oceana Group, shall in any way or in any circumstances be construed to be an implied consent or election by the Oceana Group or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from any applicable service level agreement or these General Terms and Conditions or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of the Oceana Group in exercising any right, power or privilege under any applicable service level agreement or these General Terms and Conditions will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14.2 The Supplier shall not be entitled to cede, delegate, assign or otherwise transfer any of its rights or obligations in terms of any applicable service level agreement or these General Terms and Conditions, including without limitation its entitlement to receive payment of any amounts from the Oceana Group, without the prior written consent of the Oceana Group.

14.3 Any notice or communication which shall have any legal effect against either the Oceana Group or the Supplier shall be in writing and delivered to the chosen domicilium address of the Party concerned marked for the attention of "The Company Secretary". The chosen domicilium address for the Oceana Group is 7th Floor, Oceana House, 25 Jan Smuts Street, Cape Town, 8000, E-Mail: companysecretary@oceana.co.za. The Supplier nominates its contact details as set out in these General Terms and Conditions. Either Party may amend its chosen address by providing written notice 14 days prior to it taking effect.

15 Acknowledgement, Amendments and Whole Agreement

15.1 The Supplier hereby acknowledges and confirms receipt of these General Terms and Conditions, that it has read same, and fully understands and accepts the contents hereof.

15.2 The Supplier hereby irrevocably acknowledges and agrees that the Oceana Group may vary, amend, alter, delete or modify these General Terms and Conditions from time to time provided that (a) any such changes or modifications shall apply to all or substantially all suppliers of goods or services to the Oceana Group; and (b) at least 30 days' prior notice is given to the Supplier of any such changes or modifications.

15.3 Subject to clause 15.2, these General Terms and Conditions, read together with the applicable Purchase Order, specific order specifications, service level agreement and/or any other contract concluded between the relevant Group Company and the Supplier, constitute the entire agreement between the relevant Group Company and the Supplier relating to the matters dealt with herein and, save to the extent otherwise expressly provided herein, no undertaking, representation, term or condition relating to the subject matter hereof not incorporated herein or in the documents referred to (where applicable), shall be binding on the relevant Group Company or the Supplier unless agreed to in writing and signed by both parties.

For and on behalf of the Supplier (who warrants his/her authority hereto)

Name: _____

Signature: _____

Date: _____

Designation: _____

Witness Name: _____

Signature: _____

Supplier Details	
Trading Name:	
Full Name:	
Company Registration Number:	
Supplier VAT Number:	
Supplier Physical Address:	
Telephone Number:	
E-Mail:	