1. INTERPRETATION “business day” means any day except any Saturday, any Sunday, or a public holiday in the Republic of South Africa. “contract” means the contract for the sale of goods. Incorporating these conditions; “goods” means the goods agreed in the contract to be sold; “overseas” means countries other than the South Africa; “we,” “us” and “our” mean or refer to JSMA; “you” and “your” mean or refer to the customer who buys the goods from us. Each provision of these conditions is to be construed as a separate and independent provision, and no waiver by either party of any right or provision of these conditions shall constitute a waiver of any other right or provision of these conditions. Each party hereto will be deemed to have received and have read this contract and to have incorporated it into any writing or oral understanding.

2. ACCEPTANCE AND VARIATION These conditions apply to all our contracts except as expressly varied in writing. No change to these conditions will be valid unless in writing and signed by us. In entering into the contract you do not rely on any express or implied representation made by us and any representation does not form part of the contract or a collateral contract. You may add and amend your order by sending us written schedules which refer to the original order and which contain specific reservations relating to delivery dates, payment terms, and conditions relating to delivery, payment and conditions of sale. Amendments to these conditions shall take effect only if and when notified to you by us, including through the issue of revised schedules. Any such amendment or variation (other than if by us or with any other Johnson Matthey Group Company (as defined under section 1159 of the Companies Act 2006 and to include subsidiaries of JSMA as defined by section 1162 of the Companies Act 2006)) will be considered as a condition of sale. You may ask us to sell goods to you and we will be entitled, on the expiration of 21 days’ notice in writing to you, to dispose of the goods. On or not) and we will be entitled, on the expiration of 21 days’ notice in writing to you, to dispose of the goods.

3. AVAILABILITY Acceptance of orders and completion of contracts are subject to such: (a) materials, components and services (including supplies from sub-contractors, including sub-contractor(s) nominated by you whereby you will also procure timely performance of such matters, materials, information, and other materials, being available or being made available to us will enable us to proceed with and complete the contract and to continue manufacture without interruption and (b) delays caused by third party contractors nominated by you.

4. PRICES AND TAXES 4.1 We will be entitled to take into account changes in our costs. Where a contract provides for separate deliveries, we may be entitled to take cost fluctuations into account up to the date of despatch of each delivery. Goods delivered or transferred by us in the United Kingdom will be subject to VAT at the rate in force at the time of despatch. Goods transferred by us in the Republic of South Africa will be subject to Value Added Tax (VAT) at the rate in force at the time of despatch. Goods delivered elsewhere will be subject to the relevant country’s tax. Goods delivered to the Customer under this Agreement, will be charged by reference to the average London PM price for Platinum Group Metals by reference to the JM Base Price (where, at the date of these terms is stated on http://www.johnmatthey.com) as JSMA or otherwise agreed in writing between the parties. 4.2 Financial and insurance risks. (a) You shall continue to retain ownership of goods until payment of the purchase price is made in full by you, at which time and for that purpose you are to transfer title to us. Any risks or losses will be your responsibility, including those caused by force majeure, until such time. (b) You are to take reasonable care of goods delivered to you, to keep them insured against damage or loss at your own cost, and to keep them in accordance with your designs, plans or specifications, you will indemnify us against all actions, losses, damages, cost and expenses whatsoever and howsoever incurred in connection with any transaction arising from or pursuant to your instructions. You are to comply with all relevant laws and regulations concerning the delivery of goods and you are subject to any applicable tax with regard to, or other circumstances affecting, the delivery of goods.

5. QUANTITIES We will be responsible for supplies to the extent of quantity of goods ordered. If we are unable to supply the exact quantity of goods, the invoice value will be adjusted accordingly except where, in the case of sales transactions, this is expressly provided.

6. TRANSPORT Delivery will be made to the Customer's premises at the Customer's risk and expense. We will be entitled to make delivery by installments and we reserve the right to make or cancel any such offer or part thereof in any manner or without notice. We shall be entitled to select the method of delivery and if we give delivery to the Customer within 24 hours after the invoice date, payment will be due immediately on delivery. You may only refuse delivery if the delivery is manifestly inferior to the contractually agreed quality or if you cannot comply with the terms of sale.

7. PACKING, DELIVERY AND PAYMENT 7.1 For delivery orders within the Republic of South Africa, containers will be charged for in full; it returned carriage paid in good condition within 21 days after the invoice date and the return duty as directed. A packing charge will normally be made for orders for consignment shipments. Packing is non-refundable. 7.2 We use all reasonable efforts to meet our despatch forecasts but these are estimates only. 7.3 Time for delivery will not be of the essence. We will not be liable for loss arising from delay in despatch. 7.5 Despatch of overseas orders will be conditional on you obtaining all necessary import consents prior to delivery. 7.6 We will be entitled without prejudice to any other remedy to withdraw delivery of any goods if: (a) any amount is overdue in respect of any invoice issued by us or any other Johnson Matthey Group company, or (b) on the invoicing of the goods, your credit limit (if either with us or with any other Johnson Matthey Group Company (as defined under section 1159 of the Companies Act 2006 and to include subsidiaries of JSMA as defined by section 1162 of the Companies Act 2006)) would be exceeded. In determining your credit limit the aggregate invoice value of all invoices issued by us or any other Johnson Matthey Group Company (as defined under section 1159 of the Companies Act 2006 and to include subsidiaries of JSMA as defined by section 1162 of the Companies Act 2006). We will be entitled to cancel the contract by writing notice and to suspend deliveries without prejudice to any other remedy provided that where we have notified you of despatch of the goods we will be entitled to withdraw delivery of goods that are invoiced if written notice of non-delivery promptly on the goods not being delivered at the estimated time of arrival.

8. PAYMENT For goods delivered overseas, we will at our discretion repair, replace or replace the goods: (a) for damage in transit provided that we are given written notice of such damage promptly following delivery, we are given the opportunity to inspect the goods; and (you will make no further use of the goods and will not attempt to repair or to inspect the goods

9. INSURANCE Where requested, we may, on your behalf, arrange insurance to destination to cover consignments of goods overseas against your property. The premium will cover the invoice value of the consignment. Details of the insurance cover are available upon request. The arrangement of any additional insurance required by you is your responsibility.

10. CANCELLATION AND RESERVATION OF TITLE In the event of rescheduling or cancellation of any order or part thereof we will, with no notice to you, cancel your order and demand payment for all goods delivered to date.


12. ASSURANCES AND REPRESENTATIONS TO THE CUSTOMER You are to comply with all relevant laws and regulations concerning the delivery of goods and you are subject to any applicable tax with regard to, or other circumstances affecting, the delivery of goods.