

SASOL WAX NORTH AMERICA

General Terms and Conditions of Sale (the "Agreement")

1. Terminology

- 1.1 Sasol Wax North America Corporation is hereinafter termed "Sasol Wax North America". The party who places the Order is hereinafter termed the "Purchaser".
- 1.2 The goods covered by the Order are hereafter termed the "Product".
- 1.3 "Performance" shall mean the service, shipment, or product, or any combination of them provided by Sasol Wax North America to Purchaser.
- 1.4 "Order" shall mean Purchaser's requested performance as described in Purchaser's order.
- 1.5 "Equipment" shall mean truck, railcar, container, drum, or any equipment used to store, transport, or handling the Product.
- 1.6 "Specifications" shall mean Sasol Wax North America's then current specification for the Product at the time of the Order.
- 1.7 Whenever the context so permits, the use of the plural shall include the singular and the singular shall include the plural.

2. Conditions

- 2.1 The conditions set forth in this Agreement shall apply to the Order and notwithstanding any conflicting terms or conditions contained in Purchaser's Order. Purchaser's acceptance of the Performance shall constitute Purchaser's agreement to the terms and conditions herein.
- 2.2 The agreed Performance, including but not limited to Product, Specification, price, terms of payment, method of delivery, and freight term shall be governed by this Agreement.
- 2.3 Purchaser accepts the responsibility to verify all information in the Order. The Order combined with this Agreement, shall constitute the final terms and conditions of the Order unless Purchaser notifies Sasol Wax North America in writing of the contrary at least two business days prior to the shipment.
- 2.4 In case of conflicting term(s) between the Order and this Agreement, the term(s) stipulated in this Agreement shall prevail.

3. WARRANTY, Quality and Claim

- 3.1 **SASOL WAX NORTH AMERICA WARRANTS THAT THE PRODUCT SHALL CONFORM TO THE SPECIFICATIONS EXPLICITLY INDICATED BY SASOL WAX NORTH AMERICA. THIS WARRANTY IS EXCLUSIVE, AND SASOL WAX NORTH AMERICA MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY PURPOSE OR OTHERWISE.**
- 3.2 Certificates of analysis provided or obtained by Sasol Wax North America shall be deemed conclusive evidence of the matters stated therein.
- 3.3 Claims on account of weight, quality, loss of or damage to the Products are waived unless made in writing to Sasol Wax North America within 10 calendar days after the Products have been delivered. Products which do not conform to Specification or any other matter must be verified and confirmed by Sasol Wax North America's representative, or by a neutral third party acceptable by Sasol Wax North America (in this case the third party certificate and its detail findings, supporting such claim, shall be made available to Sasol Wax North America. The Purchaser may not return the Product to Sasol Wax North America for any reason without an Authorized Return Number issued by Sasol Wax North America.
- 3.4 Should the Purchaser fail to give such notice within 10 calendar days after the delivery, the Products shall conclusively presume to be in all respects in accordance with the Agreement and free from any defect.
- 3.5 Sasol Wax North America may change or alter the specifications of the Products. Sasol Wax North America will give Purchaser 30 days written notice of any proposed specification change. If Purchaser cannot accept the change, Purchaser may cancel any outstanding Orders.

4. Quantity

- 4.1 Sasol Wax North America's weights taken at shipping points shall govern.
- 4.2 Weighbridge certificates provided or obtained by Sasol Wax North America shall be deemed conclusive evidence of the quantities stated therein.
- 4.3 Shipment Quantity of within 10% of the Order quantity shall be accepted by Purchaser as complying with the Order, although Purchaser must pay for only the quantity actually delivered.
- 4.4 For product delivered in bulk tank trucks, bulk tank cars, or packaged shipments, no claims may be made for shortage or overage of less than 0.5% of net weight.

5. Price and Payment

- 5.1 Prices for the Products sold under the Order shall be Sasol Wax North America's prices in effect on the date of shipment, unless otherwise agreed in writing. Sasol Wax North America reserves the right to change the price without prior notice, except otherwise agreed.
- 5.2 The terms of payment are agreed before the first purchase, or when the account is set up. Sasol Wax North America reserves the right to change the payment term without any prior notice.
- 5.3 Purchaser will also pay any applicable taxes. All payments to be made by the Purchaser to Sasol Wax North America hereunder, shall be made gross and without any deduction whatsoever in respect of taxes, withholdings or otherwise.
- 5.4 Failure to settle an account by the due date shall entitle Sasol Wax North America to charge the Purchaser interest at a rate of one percent (1%) per month, or the maximum allowable by applicable law(s).

- 5.5 Customer's outstanding account payable due to Sasol Wax North America shall be paid in accordance with the payment term established and not be offset by any claim or contra account unless specifically agreed by Sasol Wax North America in writing.
- 5.6 If Customer fails to pay in accordance with this Agreement, then Sasol Wax North America, at its option and without prejudice to its other rights and remedies, may (a) terminate this Agreement and any outstanding Orders forthwith and without notice, (b) suspend deliveries until all indebtedness is paid in full, and/or (c) place Customer on a cash-on-delivery basis. In the event of default in payment, Customer shall pay Sasol Wax North America's costs of collection, including, but not limited to, reasonable attorney's fees.

6 Title, Risk and Delivery

- 6.1 Title and risk of loss for the Product shall pass to the Purchaser on delivery as set out in the relevant Incoterm(2000).
- 6.2 Unless it is otherwise indicated elsewhere in this Agreement, delivery and sales terms are FCA shipping point.
- 6.3 Sasol Wax North America will endeavor to dispatch the Products promptly and within the time indicated. All delivery dates specified or notices given are approximate. Sasol Wax North America will use all reasonable efforts to make deliveries in accordance with requested dates. Sasol Wax North America does not guarantee such dates and accepts no responsibility of failure to meet such delivery dates.
- 6.4 Sasol Wax North America may execute an Order in full shipment or in partial shipment, in which case all terms and conditions applicable to the whole shall apply to the partial fulfillment.

7 Containers and Railcars

Purchaser is responsible for protecting and returning in good condition any returnable drums or other containers, or railcars provided by Sasol Wax North America. Purchaser is responsible for ensuring that such drums, containers or railcars are empty before return. Railcars for bulk shipments will be furnished to Purchaser without charge for a period prescribed by Sasol Wax North America. Such railcars may be retained thereafter only with Sasol Wax North America's prior consent and subject to Sasol Wax North America's current daily charges.

8 Indemnity

- 8.1 The Purchaser indemnifies Sasol Wax North America and holds Sasol Wax North America harmless against any claims or actions resulting from:
 - 8.1.1 any unauthorized representations or Product warranties made by the Purchaser;
 - 8.1.2 any negligent acts of the Purchaser or its employees or contractors regarding the Products or the handling, mixing with other products, and use of the Products;
 - 8.1.3 any loss, damage or liability resulting from, or arising out of the handling, use, transport or storage of the Products after they have been delivered in accordance with the Order.
 - 8.1.4 claims by third parties for damage, death or injury arising from the Purchaser's failure to provide them with information in respect of, but not limited to, inherent hazards, correct use or storage of the Product.
- 8.2 The Purchaser represents that it is familiar with the use, characteristics and inherent dangers, if any, of the Product.
- 8.3 The Purchaser acknowledges that the Product may require special handling, storage, transportation, treatment or use to comply with applicable safety and environmental laws, and Purchaser will take all action necessary to comply with these laws and avoid spills or other dangers to persons, property or the environment.
- 8.4 The Purchaser represents that it has complied with all statutory requirements and has all necessary permits and authorizations required for the purchase of Products.
- 8.5 The Purchaser indemnifies and holds Sasol Wax North America harmless for any loss or damage, direct or consequential, caused by or arising from a breach of the representations contained in this Clause 8.

9 Liability

- 9.1 Notwithstanding anything contained herein or elsewhere, Sasol Wax North America shall not be liable for any consequential loss such as, but not limited to loss of profit, loss of production and loss of market share. In all instances Sasol Wax North America's liability shall be limited to the replacement of the Products concerned at no cost to the Purchaser or reimbursement of the purchase price as set out in Clause 5.1.
- 9.2 Any action that the Purchaser may have against Sasol Wax North America which may arise under this Agreement must be commenced within one (1) year after the cause of action has occurred.

10 Force Majeure

- 10.1 Neither party shall be liable for its failure to perform due to contingencies reasonably beyond its control, including, but not limited to, acts of God, flood, fire, war, accident, labor disputes or shortages, riots, sabotage, governmental laws, ordinances, rules and regulations, lack of equipment or feedstock, or inability to transport Product. The affected party will give the other party reasonable notice of any such contingency. In the event that Sasol Wax North America is unable under existing conditions to supply the requirements of all its customers, Sasol Wax North America may distribute its available supply among its customers, including affiliates, departments and divisions of Sasol Wax North America, on such basis as Sasol Wax North America may deem fair and reasonable. The Purchaser hereby releases Sasol Wax North America from liability for any resulting incomplete fulfillment of this Agreement.
- 10.2 Buyer and Seller further agree that at the conclusion of any force majeure event, neither Buyer nor Seller shall have any obligation to each other with respect to any quantities of Product not delivered as a consequence of such force majeure event. No condition of force majeure shall operate to extend the terms of this Agreement.

10.3 Force majeure notwithstanding, the Purchaser shall not be relieved from payment of any amount due in terms of this Agreement.

11 Intellectual Property

- 11.1 Except as otherwise agreed upon in writing by the parties, the proprietary interests of all intellectual property in relation to the Product shall remain vested in Sasol Wax North America and no part of this Agreement shall be construed as investing upon the Purchaser any right, title or interest to such intellectual property.
- 11.2 If the Purchaser uses or sells the Product in such a manner as to infringe any patent rights of any third party, Sasol Wax North America shall not be held responsible or accountable for such infringement nor for any alleged infringement arising from the Purchaser's action in relation to the Product and the Purchaser hereby agrees to indemnify Sasol Wax North America from and against all liability including legal costs arising there from.
- 11.3 Except as permitted by express prior consent in writing by Sasol Wax North America, the Purchaser shall not use or cause or allow to be used by any other person or entity over which it exercises control either directly or indirectly ("Controlled Persons") as a part of any company or business name, or in any other manner in connection with the advertising and sale of the Product(s), any trademark or trade name adopted, owned, or used by Sasol Wax North America.
- 11.4 The Purchaser agrees not to use any Sasol Wax North America Trademarks for the purpose of representing, selling, and offering for sale or use, any goods other than the Product(s).
- 11.5 Immediately upon termination of this Agreement, the Purchaser shall remove from its premises and discontinue the use of any and all signs, labels, stationery, advertising, and reading materials with Sasol Wax North America Trademarks that, in Sasol Wax North America's opinion, may create confusion.

12 Confidentiality

- 12.1 The Purchaser undertakes to treat as confidential and not to use or disclose to any third party without Sasol Wax North America's prior written consent any information, technical knowledge, specifications, chemical make-up, data, materials and/or other communications of a confidential nature, either in tangible or non-tangible form, relating to or useful in connection with the design, construction or operation of the facilities and/or feedstock and/or products and/or business of Sasol Wax North America, disclosed to the Purchaser or that came to the Purchaser's knowledge pursuant to its contact with Sasol Wax North America.
- 12.2 This undertaking excludes information which the Purchaser can establish (a) at the time of disclosure, is, or, after disclosure, becomes generally known or available to the public through no act or failure to act by the Purchaser; (b) was already known to it prior to the disclosure by Sasol Wax North America; or (c) was rightfully acquired and free from restriction from a third party having an unrestricted right to disclose the same. For the avoidance of doubt Sasol Wax North America Marketing Brochures and Industrial SMDS' are considered to be public domain information.

13 Variation of Agreement

- 13.1 This Agreement, read with any Annexures thereto, constitute the sole agreement between the Parties in regard to the subject matter thereof and supersede all prior and contemporaneous negotiations, offers, discussions, promises, representations, agreements and understandings of the Parties with respect thereto.

14 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, USA, to the exclusion of its conflicts of law provisions.

15 Notices

All notices given in terms of this Agreement will be delivered to the parties at the respective addresses stated in the Order until changed in writing by either party.

16 Assignment

This Agreement is between Sasol Wax North America and the Purchaser as principals and is not assignable by either party except with the written consent of the other party (such consent not to be unreasonably withheld).

1 March 2009