

ELECTRONIC DATA INTERCHANGE

MEMORANDUM OF AGREEMENT

entered into by and between:

Sasol South Africa (Pty) Ltd

Registration number: 1968/013914/07

Acting for and on behalf of:

The Sasol entities listed in Attachment "A" and Attachment "B"

(hereinafter referred to as "**SASOL**")

And

Registration Number: _____

(hereinafter referred to as the "**SUPPLIER**")

Vendor number:- _____

SIGNATURE AGREEMENT

1. PARTIES

This Agreement dated and effective as of the **12 October 2015** (the “**Effective Date**”) is entered into by and between:

1.1 Sasol South Africa (Pty) Ltd, a company incorporated and existing under the laws of South Africa, having its principal place of business at 1 Sturdee Avenue, Rosebank, 2196, acting on behalf of the Sasol Companies listed in Attachment “A” and “B” (“SASOL”);

and

1.2 SUPPLIER,

[insert supplier name]

a company incorporated or organised and existing under the laws of

[specify jurisdiction where the Supplier is incorporated or organised],

having its principal place of business at

[insert business address].

SASOL and SUPPLIER collectively referred to herein as the “Parties” and individually as the “Party”.

2. DEFINITIONS

The following words and expressions shall have the meaning(s) respectively set out opposite them, unless it appears otherwise from the context of the Agreement:

- 2.1 “**Agreement**” means this signature agreement plus all attachments hereto;
- 2.2 “**Ariba**” means the company providing SASOL with EDI services or such successor company where SASOL may in the future procure these services from another company.
- 2.3 “**EDI**” means an electronic interchange of business information using a standardised format, and for purposes of this Agreement the commercial electronic interchange as provided by Ariba; and
- 2.4 “**SARS**” means the South African Revenue Services.

3. RECORDAL

The Parties wish to commercially transact electronically via EDI and hereby agree to the rules thereto.

4. DURATION

This Agreement will be effective from the Effective Date and will remain in effect until terminated by SASOL with 3 (three) calendar months' notice to the SUPPLIER.

5. ADDRESS FOR NOTICES

5.1 The Parties choose the following addresses for purposes of giving any legal notice and receiving any notice and the serving of any legal process:

5.2 **SASOL:** Sasol Shared Services Centre 'Block A'
Corner of PDP Kruger Road & Synfuels Road
Secunda
Mpumalanga
2302
(Internal Reference: R7-BD-02)

Facsimile: +27 11 219 4993
E-mail address: categorymanagement.legalnotices@sasol.com

SUPPLIER: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

Supplier Representative: _____

5.3 Each Party shall be entitled from time to time by written notice to the other to change its address to any other physical address and/or change its facsimile number. Such change shall take effect from the date of receipt of the relevant notice by the other Party.

5.4 Any notice given by any Party to the other Party (the "addressee") which:-

Initials:-

- 5.4.1 is delivered by hand during the normal business hours at the chosen address for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 5.4.2 is transmitted by facsimile to the addressee's facsimile number for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the first business day after the date of transmission; and
- 5.4.3 is posted by pre-paid registered post to the addressee's chosen address for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the 14th (fourteenth) day after the date of posting.

6. AGREEMENT

The Parties accordingly agree as follows:

- 6.1 The commercial activities which are the subject of this Agreement include all purchase/release orders and change orders transmitted via EDI from SASOL for all goods and services and for the further scope and systems as indicated in Attachment "A" and Attachment "B".
- 6.2 As from the Effective Date, or such other date as the Parties may agree to in writing, the SUPPLIER agrees to utilise EDI with respect to the commercial activities within scope of this Agreement.
- 6.3 The SUPPLIER warrants that it will initiate and its applicable staff will undergo the relevant training provided by Ariba and that it will be competent with the EDI processes prior to engaging with SASOL via EDI.
- 6.4 The SUPPLIER warrants that it will comply with all legal requirements with respect to commercial activities via EDI, and specifically the SUPPLIER warrants that it is aware of all SARS regulatory compliance requirements in this respect.
- 6.5 The tax invoice generated on the Ariba supply centre platform will be the legally binding invoice as per section 20 of the Value Added Tax Act 89 of 1991. All invoice requirements as stated in section 20 of the Value Added Tax Act 89 of 1991 must be adhered to. The date on which the invoice is received by Sasol via the Ariba supply centre platform shall be the invoice date for contract and commercial purposes.
- 6.6 Invoices will be automatically generated and submitted by the Ariba system, on receipt of materials by SASOL. The invoice number generated will be a combination of the supplier proof of delivery (POD) number and the Sasol goods receipt number (GRN).
- 6.7 The Parties confirm that their respective costs for engaging via EDI (including training) will be for each Party's own account.

6.8 The SUPPLIER acknowledges that SASOL will publish and provide SUPPLIER with a process guide with regard to the engagement of suppliers with SASOL via EDI to ensure compliance with SASOL's internal commercial requirements, and the SUPPLIER commits to adhere to this process guide as it may be updated from time to time.

6.9 The Parties agree that this Agreement supersedes and replaces any clause (or portion of a clause where applicable) in any existing agreement between the Parties, where such clause may be in contradiction with respect to the subject matter of this clause 6.

SIGNED at _____ on this the ____ day of _____ 20__

For and on behalf of **SASOL**

Signature: _____

Name: _____

Designation: _____

SIGNED at _____ on this the ____ day of _____ 20__

For and on behalf of **SUPPLIER**

Signature: _____

Name: _____

Designation: _____

ATTACHMENT "A"

I, as the SUPPLIER, will transact on the Ariba platform in respect of the following entities and will transact as previously transacted via the transactional hubs for all other entities (not listed in Attachments "A").

	SASOL ENTITY
1.	Sasol Mining Holdings (Pty) Ltd.
2.	Secunda Synfuels Operations a division of Sasol South Africa (Pty) Ltd.
3.	Sasol Chemicals (Ammonia) a division of Sasol South Africa (Pty) Ltd.
4.	Sasol Group Services a division of Sasol South Africa (Pty) Ltd.
5.	Sasol Nitro a division of Sasol South Africa (Pty) Ltd
6.	Sasol Dyno Nobel a division of Sasol South Africa (Pty) Ltd
7.	Sasol New Energy a division of Sasol South Africa (Pty) Ltd
8.	Sasol Catalyst a division of Sasol South Africa (Pty) Ltd
9.	Sasol Synfuels International a division Sasol South Africa (Pty) Ltd
10.	Sasol Dorpsgebiede a division Sasol South Africa (Pty) Ltd
11.	Sasol Club a division Sasol South Africa (Pty) Ltd

ATTACHMENT “B”

I, as the SUPPLIER, will transact on the Ariba platform in respect of the following entities and will transact as previously transacted via the transactional hubs for all other entities (not listed in Attachments and “B”).

	SASOL ENTITY
1.	Sasol Polymers a division of Sasol South Africa (Pty) Ltd.
2.	Sasol Infrachem a division of Sasol South Africa (Pty) Ltd
3.	Sasol Solvents a division of Sasol South Africa (Pty) Ltd