



PPC TRADING TERMS

AGREEMENT FOR SUPPLY OF GOODS

FORMAL INSTRUMENT OF AGREEMENT
INDEPENDENT CUSTOMERS

BETWEEN	PPC CEMENT PROPRIETARY LIMITED (“PPC”)
REGISTRATION/ID NO.	2009/005305/07
AND	
THE CUSTOMER	_____ (“CUSTOMER”)
REGISTRATION/ID NO.	_____

IT IS AGREED THAT:

1. PPC offers a wide range of cement, concrete, and other products for use in various industries across South Africa and internationally.
2. The Customer seeks to enter into this Supply Agreement with PPC for the supply of the PPC's Products in the below mentioned territory on the terms and conditions as set out in this Supply of Goods Agreement and all documents related thereto.
3. This Supply of Goods Agreement sets out PPC's Trading Terms for the period set out herein.
4. PPC and the Customer hereby agree to, and do, enter into this Supply of Goods Agreement on the basis as set out in this Supply of Goods Agreement, and the annexures thereto.

AGREEMENT PARTICULARS

1.	Commencement Date:	
2.	Initial term:	Period commencing on the Commencement Date and ending on 31 December 2025
3.	PPC Representative:	Name: _____ Designation: _____ Telephone: _____ Email: _____
4.	Customer Representative:	Name: _____ Designation: _____

AGREEMENT PARTICULARS		
		<p>Telephone:</p> <p>Email:</p>
5.	Territory:	<p>PPC will supply to the following territories being territories in which PPC operates:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
6.	Description of Goods:	<p>[Insert brief description], as more particularly described in Part C.</p>
7.	Pricing:	<p>Prices for the Customer or each of the Customer's stores are negotiated at store level and are subject to the following conditions:</p> <ul style="list-style-type: none"> • Prices are quoted per 50kg pocket of PPC manufactured cement; • Unless otherwise stated, packaging is inclusive of shrink-wrapping; • Pallets attract an additional refundable deposit; and • Prices may include delivery, but are exclusive of Value Added Tax (VAT).
8.	Payment terms:	
9.	Rebates applicable:	<p>[YES / NO]</p> <p>If YES, refer to the Rebate table in Part C- Schedule 2</p>

AGREEMENT PARTICULARS		
10.	If Rebates are applicable, payments to be:	Annually
11.	Price stability:	Due to the difficulty of predicting fluctuations in input costs, PPC is unable to hold prices firm for an entire year. PPC will endeavour at all times to maintain price stability and undertakes to provide a minimum of at least twenty business days written notice of its intention to review prices.
12.	<p>Notified Address for service of legal process and of notices:</p> <p>PPC:</p> <p>Customer:</p>	<p>Physical address:</p> <p>5 Oxford Parks Boulevard</p> <p>Rosebank,</p> <p>Dunkeld,</p> <p>Johannesburg,</p> <p>South Africa</p> <p>Email address: legal@ppc.co.za with a cc to PPC Representative</p> <p>For attention: Group Legal and Compliance</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>South Africa</p> <p>Email address: _____</p> <p>For attention: _____</p>

PPC and the Customer hereby agree to, and do, enter into this Supply of Goods agreement ("Agreement") on the basis as set out in the following documents, which appear in an order of priority:

- **Formal Instrument of Agreement**, recording the agreement particulars, and
- **Part A** (Agreement for Supply of Goods) which incorporates, by reference, the General Terms and Conditions of Supply (also referred to as "PPC Trading Terms") which can be found at www.ppc.co.za
- **Part B** (Special Conditions to the Agreement for the Supply of Goods)
- **Part C** (Schedules to Agreement for Supply of Goods).

SIGNED for and on behalf of PPC at _____ [place] by a duly authorised representative on _____ 2025

.....
Signature of authorised representative

.....
Signature of authorised representative

.....
Name of authorised representative

.....
Name of authorised representative

SIGNED for and on behalf of the Customer at _____ [place] by a duly authorised representative on _____ 2025

.....
Signature of authorised representative

.....
Name of authorised representative



PART A

**AGREEMENT
FOR
SUPPLY OF GOODS**

This agreement is subject to the Trading Terms which can be found at [trading-terms-trade-customers-part-a-website.pdf](#)



PART B

**SPECIAL CONDITIONS TO THE
AGREEMENT
FOR
SUPPLY OF GOODS**

Notwithstanding, that this Agreement is signed in July 2025, the following special conditions shall apply in respect of Calendar Year 2025:

- a. If the Customer's total volume of Qualifying Products purchased during calendar year 2025 ("CY2025") is equal to or greater than the volume purchased by the Customer during calendar year 2024 ("CY2024"), the Customer shall be eligible to receive a rebate calculated on the full CY2025 volume (January to December), as if this Agreement had been effective from 1 January 2025.
- b. If the Customer's CY2025 volume is less than the CY2024 volume, the rebate shall be calculated and paid only on the volume purchased from July to December 2025, being the effective period of the Agreement.



PART C

**SCHEDULES TO AGREEMENT
FOR
SUPPLY OF GOODS**

SCHEDULE 1 THE GOODS

50kg bagged cement products, the details and specifications of which can be found at <https://www.ppc.africa/products/cement>. Rebates offered under this Agreement for the Supply of Goods do not extend to Bulk, SureRoad Premix, Readymix, Aggregates and Ash purchases.

SCHEDULE 2

REBATES (IF APPLICABLE)

1. This Schedule 2 of Part C sets out the applicable rebate bands and rebate rates effective from the Commencement Date and for duration of the Initial Term and must be read together with the special conditions (if any) set out in Part B.

General conditions for rebate eligibility

2. Rebates under this Agreement for the Supply of Goods are subject to the following conditions:
 - 2.1 Rebates apply exclusively to PPC to cementitious products packed in 50 kg bags ("Qualifying Products")
 - 2.2 The following products are excluded from the rebate eligibility ("Non-Rebate Products"):
 - i) Bulk cement
 - ii) SureRoad Premix
 - iii) Readymix
 - iv) Aggregates and
 - v) Ash
 - 2.3 Rebates are calculated and paid annually based on the total volume of Qualifying Products purchased directly by the Customer from PPC, excluding Non-Rebate Products
 - 2.4 Rebate payments are made only on actual net revenue generated by PPC from Qualifying Products purchased directly by the Customer from PPC. Projected revenue figures are not considered.
 - 2.5 Rebates are paid retrospectively either via a credit note or EFT. The customer may not deduct the rebate amount from invoiced amounts.
 - 2.6 Only purchases of Qualifying Products made directly from PPC are eligible for rebates. Purchases through intermediaries or third parties do not qualify.
 - 2.7 If a Customer's account is overdue or not maintained within agreed payment terms in any given month, rebates for that month will be withheld, deducted, and/or forfeited. This condition is applied monthly and not on an annual basis. Retail

groups must ensure that all their retailers are informed of this condition, especially where retailers pay PPC directly.

- 2.8 Rebate calculations are based solely on the product price, excluding any discounts and additional charges such as pallet fees.
- 2.9 Annual rebate payments will be made by no later than April of the year following the end of the Initial Term.

Additional conditions for retail groups:

- 2.10 Retail groups may not include construction companies, Readymix suppliers, CPM entities or container/express outlets for the purpose of cement purchases ("Excluded Entities"). Purchases by Excluded Entities will not qualify for rebates.
- 2.11 In the absence of a central buying account, non-payment by any member of a retail group may result in the entire retail group's rebate being withheld, deducted or forfeited for the relevant period.
- 2.12 When a new retailer joins a retail group, at least 40% of the new retailer's cement product mix must be procured through the retail group to qualify for rebates.
- 2.13 In the event of a merger between two retail groups or corporate retailers, one entity must hold at least 51% equity in the other for the merged group to be recognised for rebate purposes.
- 2.14 A customer may not be a member of more than one retail group for the same product category (e.g. cement).
- 2.15 When joining a new retail group, the Customer must provide a resignation letter from the previous group and a sign-on letter from the new group. Rebate eligibility for a retailer transferring between groups will commence on the first day of the month following the effective resignation and appointment date.

3. Rebate table applicable – SEE ATTACHED PDF

