

SUPPLY AGREEMENT

BETWEEN

NTOANE PROJECTS AND SERVICES

AND

EVELYN OIL AND ENERGY PTY LTD

1 PARTIES

The parties to this agreement are -

1.1 NTOANE PROJECTS AND SERVICES
("Supplier")

1.2 THE CUSTOMER SPECIFIED IN APPENDIX A
("The Customer")

2 INTERPRETATION

2.1 In this agreement, the following words shall have the meanings ascribed to them and cognate expressions shall have a similar meaning -

2.1.1 "agreement" – this agreement inclusive of all schedules referred to

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and all signed documents brought into existence in the implementation thereof;

- 2.1.2 "anticipated volume" – the minimum volume of petroleum products that will be purchased by the customer from NTOANE PROJECTS AND SERVICES in terms of this agreement;
- 2.1.3 "commencement date" – the date of commencement of this agreement specified in paragraph A3 of Appendix A hereto;
- 2.1.4 "customer" – the customer specified in paragraph A1 of Appendix A hereto, herein represented by the person whose name appears in paragraph A2 of Appendix A hereto;
- 2.1.5 "delivery volume" – the time for delivery of the petroleum products purchased in terms of this agreement specified in paragraph A5 of Appendix A hereto, unless otherwise specified by the customer when placing the order in terms of clause 5.1;
- 2.1.6 "invoice" – any tax invoice in the case of standard rated petroleum products, and any other invoice in the case of zero rated petroleum products;
- 2.1.7 "notice" – written notice as envisaged in xx of this agreement and "notify", "notifies" or "notification" shall have a corresponding meaning;
- 2.1.8 "parties" – NTOANE PROJECTS AND SERVICES and the customer;
- 2.1.9 "petroleum products" – the products described in paragraph A4 of Appendix A hereto, and shall, where appropriate, include a reference to any one of such products;

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- 2.1.10 "prime rate" – the rate of interest per annum charged for the time being by The Standard Bank of South Africa Limited to its most favoured corporate customers in the private sector on unsecured overdraft facilities, as certified by any manager of any branch of the said bank whose authority it shall not be necessary to prove;
- 2.1.11 "NTOANE PROJECTS AND SERVICES majors and different wholesale license with registration numbers of company incorporated with the laws of the Republic of South Africa;
- 2.1.12 "signature date" – the date of signature of this agreement by the last of its signatories;
- 2.1.13 "standard rated" – those petroleum products to which the standard rate of VAT applicable is that specified under the VAT Act;
- 2.1.14 "VAT" – Value Added Tax levied in terms of the VAT Act;
- 2.1.15 "VAT Act" – the Value-Added Tax Act, number 89 of 1991, as amended;
- 2.1.16 "zero-rated" – those petroleum products to which the rate of VAT applicable is zero percent.

2.2 Any reference in this agreement to –

- 2.2.1 a "clause" shall, subject to any contrary indication, be construed as a reference to a clause hereof.
- 2.2.2 "law" shall be construed as any law (including common or customary law), or statute, constitution, decree, judgment, treaty, regulation, directive by-law, order or any other legislative measure

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of any government, supranational, local government, statutory or regulatory body or court;

- 2.2.3 a "month" shall be construed as a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next succeeding calendar month save that, where any such period would otherwise end on a day which is not a business day, it shall end on the next succeeding business day, unless that day falls in the calendar month succeeding that in which it would otherwise have ended, in which case it shall end on the immediately preceding business day; provided that, if a period starts on the last business day in a calendar month or there is not a numerically corresponding day in the month in which that period ends, that period shall end on the last business day in that later month (and references to "month" shall be construed accordingly);
- 2.2.4 a "person" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 2.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this agreement;
- 2.4 Unless the context indicates otherwise, an expression which denotes any gender includes both the others; and to a natural person includes an artificial person and to the singular includes the plural, and *vice versa* in each case.
- 2.5 When any number of days is prescribed in this agreement same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which event the last day shall be next succeeding business day.

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- 2.6** In the event that the day for payment of any amount due in terms of this agreement shall fall on a day that is not a business day, the relevant date shall be the immediately succeeding business day.
- 2.7** Termination of this agreement shall affect the clients if the client just decide to terminate due to his own benefit. Termination of this agreement before 3 years will come with result of the client must ..
- *pay the tank and pump money which has spend for it and he keep the stuff for himself.
- *The client must pay the supply the amount of 25 cent per litter according the volume he use to buy from the supply no matter what the volume his using currently.
- 2.8** All amounts mentioned herein as payable are, unless the contrary is stated, exclusive of VAT, which shall be levied on such sums. The parties warrant to each other that they shall at all material times be a registered vendor for purposes of VAT.

3 DURATION

- 3.1** Notwithstanding the signature date, this agreement shall commence on the commencement date and continue for 3 (Three) years thereafter.
- 3.2** The NTOANE PROJECTS AND SERVICES Petroleum shall be entitled to renew this agreement for a further period 3 (Three) years on such terms and conditions as may be agreed by the parties in writing prior to termination of the initial 3 (Three) year period.

4 EXCLUSIVITY

The customer undertakes, for the duration of this agreement, to purchase exclusively from NTOANE PROJECTS AND SERVICES and/or its nominees the customer's total requirements of petroleum products (including without limitation in

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any way, the anticipated volume) on the terms and conditions set out in this agreement.

5 SUPPLY

NTOANE PROJECTS AND SERVICES shall –

- 5.1** upon an order for any of the petroleum products being placed in writing or orally by or on behalf of the customer supply the customer with the petroleum products so order upon the terms and conditions of this agreement;
- 5.2** supply petroleum products of NTOANE PROJECTS AND SERVICES wholesale list price ruling on the date of delivery;
- 5.3** deliver the petroleum products ordered under this agreement within the delivery time or within the delivery time specified by the customer when placing the order in terms of 5.1, whichever is the later; provided the customer is not in breach of any of its obligations in terms of this agreement.
- 5.4** should the customer in any month lift less than its committed monthly volumes for any Product Grade, NTOANE PROJECTS AND SERVICES shall include the shortfall of such volumes in the invoice for month's deliveries and the customer shall pay for such Product Grade volumes according to that invoice and at the price payable for that Product Grade in that month.

6 FAILURE TO SUPPLY

- 6.1** Should The NTOANE PROJECTS AND SERVICES be unable to supply all or any of the customer's requirements of all or any of the petroleum products due to any cause of any nature whatsoever, directly or indirectly, wholly or partially beyond the control of NTOANE PROJECTS AND

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SERVICES , including but not limited to, and whether or not similar to, a strike, labour dispute, boycott, fire, flood, accident, delay or failure to manufacture or transportation, war, riot, civil commotion, act of God, the requirements of any law or due to its inability to obtain its full requirements of all or any of the petroleum products from its normal sources of supply (it being agreed that such event there shall be no obligation on NTOANE PROJECTS AND SERVICES to obtain its requirements from any other source which would involve a departure from its usual practices or involve it in additional expense), then no right of action of any nature whatsoever, whether for damages or otherwise, shall arise or accrue to the customer (or anyone claiming under or through the customer) against NTOANE PROJECTS AND SERVICES because of such inability to supply, and the customer will be entitled, after reasonable notice to NTOANE PROJECTS AND SERVICES , to purchase, during the period of such inability, from any other available sources the customer's requirements of the petroleum products which NTOANE PROJECTS AND SERVICES is so unable to supply, without in any way affecting the continuance of the customer's obligation (during that period and thereafter) to obtain all the customer's requirements of such quantities, if any, of the petroleum products as NTOANE PROJECTS AND SERVICES is able to supply.

6.2 Without limiting the generality of the foregoing, if for any reason, the supplies of any of the petroleum products available to NTOANE PROJECTS AND SERVICES from its usual sources of supply become, or in the opinion of NTOANE PROJECTS AND SERVICES may become, insufficient to meet the requirements of all of its customers during any period, then NTOANE PROJECTS AND SERVICES shall be entitled to allot those supplies amongst its customers in such quantity and/or manner as it deems fit, and in that event, the provisions of clause 6.1 shall apply and NTOANE PROJECTS AND SERVICES shall be deemed to be unable to supply any shortfall arising from the implementation of this clause 6.2.

6.3 For the purposes of this clause 6 "NTOANE PROJECTS AND SERVICES " shall include its nominee/s where appropriate.

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7 PRICE AND REBATES

- 7.1 NTOANE PROJECTS AND SERVICES shall supply to customer with petroleum products at NTOANE PROJECTS AND SERVICES wholesale list price ruling on the date of delivery.
- 7.2 NTOANE PROJECTS AND SERVICES shall grant the customer the rebates specified in paragraph A4 of Appendix A hereto. Such rebate shall be deducted from the selling price at the time of the sale and be specified on the invoice.
- 7.3 The customer shall keep confidential all information obtained in terms of this agreement including without limitation, the rebates allocated to the customer, and will only disclose information to its directors, officers, employees and advisors who have a need to know such information in order to give effect to any aspect of this agreement.
- 7.4 The customer acknowledges and accepts that the rebates are allocated to the customer according to the anticipated volumes. NTOANE PROJECTS AND SERVICES shall have the right to adjust the rebate at any time should the anticipated volumes not be maintained in any period determined by NTOANE PROJECTS AND SERVICES in its sole and absolute discretion. Should there be any adjustment to the rebate, NTOANE PROJECTS AND SERVICES shall notify the customer thereof and such adjustment shall take immediately with effect from the date of the notice.
- 7.5 NTOANE PROJECTS AND SERVICES shall have the right at any time during the period of this agreement to give notice to the customer of its intention to vary the rebate allowed to the customer in respect of any or all of the petroleum products covered by this agreement.
- 7.6 The customer shall have the right, exercisable within 30 (thirty) days of the date of NTOANE PROJECTS AND SERVICES notice in terms of clause 7.5 to submit to NTOANE PROJECTS AND SERVICES a *bona fide* written

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offer from another supplier to the customer, which the customer desires to accept, for the supply of any or all of the petroleum products in respect whereof the varied rebates will apply, at a net price(s) more variable than the new net price(s) requested by NTOANE PROJECTS AND SERVICES, and which offer shall be open for acceptance for at least 60 (sixty) days from the date of NTOANE PROJECTS AND SERVICES notice. NTOANE PROJECTS AND SERVICES shall have the right, within 30 (thirty) days of the receipt of such written offer, to match any or all such net prices by readjusting its rebates and if NTOANE PROJECTS AND SERVICES exercises such right, then this agreement shall continue as varied by the substitution of such readjusted rebates for the then existing rebates and such variation shall be effective from the date on which NTOANE PROJECTS AND SERVICES exercising its aforesaid right. Should any such net price(s) not be matched by NTOANE PROJECTS AND SERVICES then the customer may exclude from this agreement the petroleum product(s) in respect of which NTOANE PROJECTS AND SERVICES has failed to match such net price(s) and may purchase such petroleum product(s) from the supplier who made the offer referred to above at the net price(s) stated in such supplier's aforesaid offer.

- 7.7 Should the customer fail to exercise its right in terms of clause 7.6, then NTOANE PROJECTS AND SERVICES notice in terms of clause 7.5 shall become effective 60 (sixty) days after the date of such notice and this agreement shall be deemed to be varied accordingly.

8 INVOICES AND PAYMENT

8.1 NTOANE PROJECTS AND SERVICES shall –

- 8.1.1 Submit a separate invoice in respect of each order;
- 8.1.2 Invoice zero-rated and standard rated petroleum products separately;

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- 8.1.3 Indicate on the invoice the applicable rebate.
- 8.2 In respect of standard rated petroleum products, NTOANE PROJECTS AND SERVICES shall –
- 8.2.1 Issue a uniquely numbered invoice to the customer for every order;
- 8.2.2 indicate on the invoice the unit price exclusive of VAT; the total exclusive of VAT; the total VAT payable; the total inclusive of VAT; the description of the petroleum products and quantity; and name, address and VAT registration number of NTOANE PROJECTS AND SERVICES and the customer;
- 8.2.3 Issue a debit or credit note to the customer in the event of any petroleum products being returned or any other adjustment being made to the original invoice.
- 8.3 In respect of zero-rated petroleum products, NTOANE PROJECTS AND SERVICES shall –
- 8.3.1 Issue an invoice for every order reflecting all information as set out in clause 8.2.2 above;
- 8.3.2 Ensure that all invoices are accompanied by supporting documentation as may be required in writing by the customer.
- 8.4 The customer shall be entitled to reject any invoice reflecting any quantity, price or rebate at variance with those stipulated in respect of the relevant purchase order, unless the customer has given its prior written acceptance of such variation.
- 8.5 No term or condition reflected on any invoice or any other document, whether or not such term or condition is at variance with this agreement, shall be of any force or effect.

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- 8.6** The customer shall, if required by NTOANE PROJECTS AND SERVICES, sign a direct debit mandate which shall be utilised to effect payment on the terms set out in this agreement.
- 8.7** Payment to NTOANE PROJECTS AND SERVICES for the petroleum products shall be made as specified in paragraph A6 of Appendix A hereto.
- 8.8** Any amount which may be payable in terms of this agreement, including without limitation any amount which may be payable as damages by any party to the other, shall bear interest at the prime rate from the due date of payment or the date upon which those damages are sustained until the actual date of payment in full.

9 SET-OFF

The customer shall not be entitled to set-off against any payment to be made by it to NTOANE PROJECTS AND SERVICES in terms of this agreement any amount, like or otherwise, of whatsoever nature owed by NTOANE PROJECTS AND SERVICES to the customer in terms of this agreement.

10 BREACH AND CANCELLATION

Notwithstanding any other provision of this agreement, and without prejudice to any other rights which it may have, NTOANE PROJECTS AND SERVICES shall have the right to cancel this agreement forthwith in any of the following events –

- 10.1** should the customer be in breach of any of the terms or conditions of this agreement and fail, within 7 (seven) days of receipt of a notice calling upon it to remedy such breach, to comply therewith, provided that such notice shall not be required if such breach is material or is not capable of being remedied; and
- 10.2** should the customer, or where the customer is a partnership or a joint venture, should any partner or party thereto die, commit an act of insolvency, make an offer of compromise or composition, become the

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subject of an administration-, liquidation-, sequestration- or judicial management order (whether provisional or final) issued against it, or should the major portion of the assets of the customer or such partner or party be disposed of or the majority shareholding of the customer or such partner or party be transferred, or should the majority of the aggregate interests of the members in the customer where the customer is a close corporation) be disposed of, or if the customer is a partnership or joint venture and such partnership or joint venture dissolves;

- 10.3** should the customer or any one in its employ pay or offer to pay, give or offer to give any money or other gift of whatsoever nature whether by way of a commission, gratuity or otherwise, or lend or offer to lend any money or any other asset, or give or offer to give any other valuation consideration to any person in the employ of NTOANE PROJECTS AND SERVICES or any of its other associated companies;
- 10.4** should the customer fail to make payment of any amount which may be payable in terms of this agreement on the due date of payment.

11 CESSION AND ASSIGNMENT

- 11.1** The customer shall not cede, assign, transfer, make over or encumber any of its rights or obligations in terms of this agreement without the prior written consent of NTOANE PROJECTS AND SERVICES who shall not in any way be bound to give such consent, but may withhold the consent without giving any reason
therefore, or grant such consent subject to such terms, conditions or stipulations as it may in its sole and absolute discretion deem fit.
- 11.2** No consent granted in terms of 11.1 shall relieve the customer of any of its obligations in terms of this agreement.

12 RISK AND OWNERSHIP

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12.1 All risk in and responsibility for the petroleum products will pass to the customer –

12.1.1 when the customer takes delivery of the petroleum products from NTOANE PROJECTS AND SERVICES (or any authorised custodian of NTOANE PROJECTS AND SERVICES products);

12.1.2 in respect of petroleum products consigned to the customer by rail, on loading thereof on to the railway truck for delivery to the customer.

12.2 Ownership in any of the petroleum products shall pass to the customer only when payment of the full purchase price is discharged by the customer to NTOANE PROJECTS AND SERVICES in respect thereof.

13 CARE IN USE

13.1 The customer undertakes at all times to comply with all laws relating to or applying to the storage or the use of the petroleum products.

13.2 The customer shall exercise diligent care in the handling and use of the petroleum products.

14 DOMICILIUM

14.1 The parties choose *domicilium citandi et executandi* for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement, the addresses of the parties specified in paragraph A7 of Appendix A hereto.

14.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other physical address and/or to vary its facsimile number.

14.3 Any notice given and any payment made by any party to any other which

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- 14.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be rebuttably presumed to have been received by the addressee at the time of delivery;
- 14.3.2 is posted by prepaid post to the addressee at the addressee's domicile for the time being shall be rebuttably presumed to have been received by the addressee on the fourteenth business day after the date of posting.
- 14.4 Any notice given by any party to any other party which is transmitted by facsimile to the addressee at 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 date of successful transmission thereof.
- 14.5 Notwithstanding anything to the contrary in this clause 9, a written notice or other communication actually received by a party shall be adequate written notice or communication to it notwithstanding that the notice was not sent or delivered to its chosen address or facsimile number.

15 GENERAL

- 15.1 This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be entitled to rely upon any term, condition or representation not recorded herein. This agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.
- 15.2 No novation, amendment, variation, addition or cancellation of this agreement or any waiver or relaxation of any of the provisions or terms of

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this agreement shall be binding unless recorded in a written document signed by all the parties hereto.

- 15.3** No party has given any warranty or made any representation to any other party, other than any warranty or representation which may be expressly set out in this agreement.
- 15.4** Without prejudice to any other provision of this agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of any party shall be bound by this agreement.
- 15.5** The signature by any party of the counterpart of this agreement shall be as effective as if that party had assigned the same document as all of the other parties.
- 15.6** Any provision in this agreement which is or may become illegal, invalid or unenforceable shall be severed from the balance of this agreement without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such remaining provisions.
- 15.7** No indulgence, leniency or extension of time which any party may grant or show to any party shall in any way prejudice such party or preclude such party from exercising any of its rights in the future.
- 15.8** None of the parties shall be entitled to assign, cede, delegate or transfer any rights or obligations in terms of this agreement, in whole or in part, to any other party or person without the prior written consent of the others, which consent shall not be unreasonably withheld or delayed.
- 15.9** The customer acknowledges and agrees that a certificate by a director of NTOANE PROJECTS AND SERVICES stating the total amount owing by the customer to NTOANE PROJECTS AND SERVICES in this agreement, and the interest payable, shall be prima facie proof that such amount is owing by the customer to NTOANE PROJECTS AND SERVICES in terms

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of the this agreement and sufficient for all purposes, including obtaining judgment and/or order an/or provisional sentence in any proceedings against the customer.

- 15.10** The customer acknowledges and agrees that all costs and expenses that may be incurred by NTOANE PROJECTS AND SERVICES in order to enforce or preserve any of NTOANE PROJECTS AND SERVICES rights in terms of this agreement or in instituting any legal proceedings for the recovery of any amount that may be due and payable by the customer to NTOANE PROJECTS AND SERVICES in terms of this agreement, including, but without limiting the generality of the a foregoing, the costs of NTOANE PROJECTS AND SERVICES on the attorney and client scale of all legal proceedings, the costs of execution, the costs and expenses of any notice that may be given in terms of this agreement and any other payments or disbursements that may be made by NTOANE PROJECTS AND SERVICES shall be paid by the customer to NTOANE PROJECTS AND SERVICES on demand.

16 WARRANTY OF AUTHORITY

Each of the persons signing this agreement on behalf of the parties warrant his authority to do so.

The Customer

Abu Lami

Name

[Signature]

Signature

27-08-2025

Date

The Supplier

Kagiso Ntoane

Name

[Signature]

Signature

29 - 08 - 2025

Date

APPENDIX A

A1 Name of customer: ____

A2 Representation of customer:

A3 Commencement date:

<u>Petroleum Products</u>	<u>Price</u>	<u>Anticipated Volume</u>
Diesel 500 ppm	_____ N/A	
Registration/Identity	_____ number	_____ of _____ customer:
Diesel 50 ppm	See Quotation	_____
Petrol 93 ULP	_____ R _____	_____
Petrol 95 ULP	_____ R _____	_____
Illuminating Paraffin	_____ N/A _____	_____

A5 Delivery time: **48 Hours From time of order. Order to be placed before 08h30 Monday - Friday**A6 Payment terms: **C.O.D**

A7 Domicilium

Supplier:**NTOANE PROJECTS AND SERVICES**

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Physical Address:

122 NORTH AVENUE BEZEUIDENHOUT VALLEY JOHANNESBURG GAUTENG 2094

Contact No:

079 986 6827 / 0731398794

Email:

Kgsntoane@gmail.com

Customer:

Every oil and Energy

Physical Address:

Thomo village, Gijani, 0826

Postal Address:

Thomo village, Gijani, 0826

Contact No:

0785101244

Fax No:

W/A

Email:

advocate.hlatani@gmail.com