



COPPERLEAF®

**Application to be registered on the supplier
database (non-audit) of Copperleaf Golf
and Country Estate**



Application to be registered on the supplier database (non-audit) of Copperleaf Golf and Country Estate

To all suppliers/service providers seeking registration as an approved supplier on the database of Copperleaf Golf and Country Estate.

All suppliers/service providers are herewith invited to register as an approved supplier on the database of the Copperleaf Golf and Country Estate (the estate).

The purpose of this database is to give all prospective suppliers an equal opportunity to submit quotations to the estate as and when a need arises.

It is envisaged, however, that this database will contribute to efficient administration and compliance with the BBBEE strategy of the estate.

All suppliers/service providers who have been suppliers/service providers to the estate are also required to register and are not exempt from this process.

Attached kindly find an official registration form to assist us in updating our database according to legislation.

No duplications of this form shall be accepted.

It is imperative that suppliers read the application document carefully, complete it in full and sign it.

Please note that a valid document, where applicable, must be attached. Failure to comply will lead to disqualification from the registration process.

Duly completed and signed forms are to be emailed or hand delivered in an enclosed envelope clearly marked "Supplier Database Registration Form" to be delivered to:

Copperleaf Procurement Department

Copperleaf Country Estate

Ernie Els Boulevard

CENTURION

0157

Or

E-mail: procurement@copper-leaf.co.za

Supplier application form

Important notes: Please read carefully

- To be completed by **all** vendors seeking registration as an approved supplier/service provider.
- The questionnaire must be completed in **full** and be **signed**.
- A **company profile together with company registration certificates** should accompany the registration form but will **not be accepted** as substitute for the application form
- All fields on application form **must** be completed by the applicant.
- Applicants will be contacted via email and **must** therefore submit a **valid email address**; failure to comply will result in excluding the supplier from the data base.
- The estate reserves the right to accept or reject any application **without being obliged to give any reasons** for such action.
- Suppliers/service providers shall **not be notified** whether application was accepted or not but shall be advised of the outcome if telephonically requested.
- A **maximum** of four commodities must be reflected on the application form. Reflecting more than four commodities shall **invalidate** the application.
- Suppliers/service providers must comply with all the **registration criteria** for registration to be finalized – **failure** to do so may result in the application being declined.

Supplier's details

Company / Supplier name	
Company / CC registration number	
VAT registration number	
Income tax reference number	
Web address	
Email address	
Telephone number	
Cell number	
Number of full-time employees	
Number of years in business	
Postal address	
Physical address	

Company / Supplier classification

Please tick the relevant box / boxes

ISO - listed	<input type="checkbox"/>	Repair	<input type="checkbox"/>				
Importer	<input type="checkbox"/>	Distributor	<input type="checkbox"/>				
Services	<input type="checkbox"/>	Exporter	<input type="checkbox"/>				
Manufacturer	<input type="checkbox"/>	Sales	<input type="checkbox"/>				
Tax clearance certificate attached (compulsory)			<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No						
<input type="checkbox"/>	<input type="checkbox"/>						

Expiry date of tax clearance certificate _____

Supplier grouping detail: type of firm

Please tick the relevant box

1	Public Company (Ltd)	7	Sole Proprietor
2	Private Company (Pty) Ltd	8	Foreign Company
3	Closed Corporation (CC)	9	Partnership
4	Government / Parastatals	10	Trust
5	Joint Venture	11	Section 21 Company
6	Consortium	12	Other (Specify)

Main contact person in your company

Name	
Company position	
Mobile phone number	
Fax number	
Email address	

Sales contact person in your company

Name	
Company position	
Mobile phone number	
Fax number	
Email address	

Banking details

Name of bank				
Branch name				
Branch code				
Branch account				
Account number				
Account type <i>(tick the appropriate)</i>	Current		Savings	
	Bond		Transmission	

Note: Please attach a cancelled bank cheque/letter from the bank to certify the above as true. Please note that payment will only be processed electronically.

Please mark the main services your company supplies

Suppliers of the following products/services are required to register on the database.

Note: up to a maximum of four (4) commodities can be selected

MAIN GROUP	SERVICE / GOODS	TICK RELEVANT BOX
HR	Employee assistance program providers	
	HR consultants	
	Payroll outsourcing	
	Recruitment advertising	
	Response handling	
	Training and development / skills development	
Finance	Stationery	
	Accounts payable	
	Accounts receivables	
	Analytics	

IT (Refer to the attachedAnnexure A)	Analytics forecasting	
	Asset Management	
	Balanced scorecard	
	Benefits admin	
	Billing	
	Candidate gateway	
	Collaboration & communication	
	Computer & printer maintenance	
	Computer hardware suppliers	
	Contracts	
	Data analytics & reporting	
	Data warehousing	
	ebilling	
	eDevelopment	
	Enterprise content management	
eProfile		
Marketing & communication	Advertising	
	Billboard advertising	
	Corporate gifts	
	Exhibitions	
	Layout and design of corporate publications	
	Photography	
Travel	Facilitators: teambuilding & strategic planning	
	Flights & accommodation agents	
	Venue hirers	
	Visa applications	
Professional (Corporate Services)	Commercial law services	
	Constitutional law services	
	Criminal law services	
	Economic analysts	
	Employment law services	
	Forensic investigators	

MAIN GROUP	SERVICE / GOODS	TICK RELEVANT BOX
	Financial data quality management adapter suite	
	Financial scorecard	
	General edger	
	HCM scorecard/workforce analytics	
	Helpdesk	
	Human resources	
	IT consultants	
	IT peripherals	
	Payroll Interface	
	PC supplier	
	Photocopying, scanning, printing services	
	Planning, budgeting & forecasting	
	Printing	
	Project Costing	
	Purchasing	
	Software development	
	System developers	
	Talent acquisition	
	Time & Expenses	
	Tuxedo	
	User productivity kit developer & simulation	
	Weblogic	
	Workforce planning	
Logistics	Courier services	
	Driver (casual & part-time)	
	Messenger / Delivery services	
	Offsite storage	
	Photocopying services	
	Transcription services	

Catering	Catering services	
	Supply of meeting refreshments	
Facilities	Access control systems	
	Air-conditioning services	
	Aluminium door and window services	
	Asset tracking system	
	Bathroom equipment suppliers	
	Building construction	
	Building Consumables suppliers	
	Cardex access control equipment suppliers	
	Cardex access control services	
	Carpet and tiles cleaning	
	Carpet suppliers	
	CCTV systems	
	Ceiling suppliers	
	Electrical services	
	Electrical Wholesale suppliers	
	Fire detection services	
	Fire prevention services	
	Fire systems	
	Flower supplier	
	Furniture procurement	
	Furniture repairs	
	Generator repairs and services	
	Glass and window frame services	
	Hygiene equipment and supplies	
	Kitchen appliance suppliers	
	Kitchen cupboard suppliers	
	Metal detectors	
	Occupational health and safety signage	



MAIN GROUP	SERVICE / GOODS	TICK RELEVANT BOX
	Paint work services	
	Pest control services	
	Plant services	
	Plumbing services	
	Refrigeration services	
	Remrad communication services	
	Security services	
	Television and DSTV installers	
	Turnstile suppliers	
	Upholstery	
	UPS repairs and services	
	Video conference equipment services	
	Wall paper suppliers	
	Waste management services	
	Welding services	
	Window blinds suppliers and services	
	Window decal services	
	Woodwork services	



Track record

List the four largest contracts/assignments completed by your firm in the last three years

One	Work performed	
	For whom	
	Contact person	
	Contact numbers	
	Contract amount	
Two	Work performed	
	For whom	
	Contact person	
	Contact numbers	
	Contract amount	
Three	Work performed	
	For whom	
	Contact person	
	Contact numbers	
	Contract amount	
Four	Work performed	
	For whom	
	Contact person	
	contact numbers	
	Contract amount	



Preferential Procurement Reform and Broad Based Black Economic Empowerment

Black Economic Empowerment is an essential ingredient of the estate's business. In accordance with Government policy, the estate insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices, etc (SMME Development).

The estate gives preference to companies complying with the B-BBEE Codes of Good Practice, Level 1 to Level 4.

Applicants shall complete the Preference Certificate attached to this questionnaire. In the case of a consortium, the Preference Certificate must be completed for each entity.

Applicants must submit a valid B-BBEE certificate from a SANAS Accredited Verification Agency.



SMME status of your enterprise

- Kindly use this table to determine the SMME status of your enterprise
- Kindly tick the relevant box in each column

A. Sector	B. Full-time paid employees				C. Annual turnover (R millions)				Total gross asset value (R millions)			
	Med	Small	Very small	Micro	Med	Small	Very small	Micro	Med	Small	Very small	Micro
Manufacturing	200	50	20	5	40	10	4	0.15	15	3.75	1.5	0.1
Construction	200	50	20	5	20	5	2	0.15	4	1	0.4	0.1
Retail and motor trade	100	50	10	5	30	15	3	0.15	5	2.5	0.5	0.1
Wholesale trade	100	50	10	5	50	25	5	0.15	8	4	0.5	0.1
Catering / Accommodation	100	50	10	5	10	5	1	0.15	2	1	0.2	0.1
Transport / Storage	100	50	10	5	20	10	2	0.15	5	2.5	0.5	0.1
Finance & business services	100	50	10	5	20	10	2	0.15	4	2	0.4	0.1
Repair / Allied services	100	50	10	5	30	15	3	0.15	5	2.5	0.5	0.1
Communications	100	50	10	5	20	10	2	0.15	5	2.5	0.5	0.1
Other trade	100	50	10	5	10	5	1	0.15	2	1	0.2	0.1
Commercial agents (e.g. travel agent)	100	50	10	5	50	25	5	0.15	8	4	0.5	0.1
Community and social services	100	50	10	5	10	5	1	0.15	5	2.5	0.5	0.1
Personal services (e.g. consulting services)	100	50	10	5	10	5	1	0.15	5	2.5	0.5	0.1

SMME status of your enterprise (Please tick the relevant box)

Micro		Medium	
Very small		Large	
Small			



Declaration of any conflict of interest

1. Any legal person, including members Copperleaf, or persons having a kinship with persons who is a member or employee of the Copperleaf, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the Copperleaf, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the Copperleaf; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.													
Full Name of bidder or his or her representative:													
Identity Number:													
Position occupied in the Company (director, trustee, member):													
Company Registration Number:													
Tax Reference Number:													



VAT Registration Number:													
The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers.	<table border="1" style="width: 100%; height: 100%;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>												
Are you or any person connected with the bidder presently employed by the Copperleaf?	<input type="checkbox"/> Yes If so, furnish the following particulars: Name of person / director / trustee / shareholder/ member and Position occupied in the Copperleaf institution.	<input type="checkbox"/> No											
If you are presently employed by the Copperleaf, did you obtain the appropriate authority to undertake remunerative work outside employment in the Bidder sector?	<input type="checkbox"/> Yes If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	<input type="checkbox"/> No If no, furnish reasons for non-submission of such proof:											



<p>Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the Copperleaf in the previous twelve months?</p>	<p><input type="checkbox"/> Yes If so, furnish particulars:</p>	<p><input type="checkbox"/> No</p>
<p>Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the Copperleaf and who may be involved with the evaluation and or adjudication of this bid?</p>	<p><input type="checkbox"/> Yes If so, furnish particulars:</p>	<p><input type="checkbox"/> No</p>
<p>Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the Copperleaf who may be involved with</p>	<p><input type="checkbox"/> Yes If so, furnish particulars:</p>	<p><input type="checkbox"/> No</p>



the evaluation and or adjudication of this bid?		
Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<input type="checkbox"/> Yes If so, furnish particulars:	<input type="checkbox"/> No

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Comments / Notes

I/we the undersigned acknowledge the following:

- **The information furnished is true and correct.**
- **If misrepresentation to gain any benefit is established, the estate may, in addition to any other remedy it may have:**
 - **disqualify and blacklist the supplier/service provider from future business with the Estate**
 - **in instances where contracts are issued, cancel the contract and claim damages suffered by having such cancellations**
 - **impose on the contract a penalty clause not exceeding a percentage**



deemed fit of the value of the contract.

- The equity ownership claimed is in accordance with the general conditions.
- Any conflict of interest will be declared in the comment space below.

Signature of owner or authorized
representative

Date

Signature of owner or
authorized representative

Date

COMMISSIONER OF OATHS :	STAMP :
Signature :	
Date :	



1. DEFINITIONS

"Estate" means Copperleaf Country Estate.

"Seller" means the person, firm or company to whom the Order is addressed and any associated or subsidiary person, firm or company responsible for executing the Order and shall include the Seller's personal representatives and permitted representatives. If the Order is executed by a person, firm or company different from that to which the Order is issued, then that person shall be deemed an authorised agent of the person, firm or company executing the Order for the purposes of being bound by these Conditions.

"Order" means the estate's Order and any amendment thereof for the supply of Goods sent by the estate to the Seller on the estate 's official order form together with any documents annexed thereto.

"Goods" means the articles, materials, works, services, or any of them described in the Order. "Services" means any services other than delivery of Goods.

"Service Provider" means the person, firm or company to whom the Order is addressed and any associated or subsidiary person, firm or company responsible for providing services and shall include the Service Provider's personal representatives and permitted representatives. If the Order is executed by a person, firm or company different from that to which the Order is issued, then that person shall be deemed an authorised agent of the person, firm or company executing the Order for the purposes of being bound by these Conditions

"Packages" shall include bags, cases, cylinders, drums, pallets, tank wagons and any other containers.

"Contract" shall mean the contract entered into and signed between the estate and the Seller consisting of the Order, these General Conditions, and any other documents (or parts thereof) specified in the Order.

"Contract Price" shall mean the price, exclusive of value-added tax and import duty (where applicable) payable to the Seller by the estate for the full and proper performance by the Seller of its part of the Contract as determined under the provisions of the Contract.

"Specification" means the technical description of the Goods contained or referred to in the Specification or in the Order. "Delivery Date" means the date or dates specified in the Order for the delivery of the Goods.

"Business Day" means a day on which the banks are open for the transaction of business,



excluding weekends.

"Authorised Officer of the estate " shall mean all persons that have been permitted to transact with the Sellers, not limited to Procurement staff but anyone that the estate deems authorised to accept and enter into contractual terms on behalf of the estate.

"Authorised Officer of the Seller" shall mean a director or a partner or an employee of the Seller authorised or who might reasonably be expected to be authorised to accept contractual terms or variations on behalf of the Seller.

2. PRECEDENCE

- a) Should there be any inconsistency between the documents comprising the Contract, they shall have precedence in the order herein listed: these Conditions; the Order.
- b) Unless otherwise agreed in writing and signed by an Authorised Officer of the estate and by an Authorised Officer of the Seller (i) these Conditions shall override any representations, promises, terms and conditions whatsoever stipulated, incorporated or referred to by either party and (ii) any Conditions of Sale of the Seller shall be of no effect.
- c) Any variation of the Order or these Conditions shall become binding only if agreed in writing by an Authorised Officer of the estate and by an Authorised Officer of the Seller.
- d) The estate 's rights shall not be prejudiced or restricted by any indulgence or forbearance extended to the Seller and no waiver expressed or implied by the estate in respect of any breach shall operate as a continuing waiver or as a waiver of any other breach.

3. PRICE

The Contract Price stated in the Order for the Goods or Services is a fixed price and shall not be varied for any reason unless expressly agreed in writing and signed by an Authorised Officer of the Seller and by an Authorised Officer of the estate.

4. ACKNOWLEDGEMENT

The estate shall only be bound by the Order:

- (a) if it is on the official estate Order form duly signed by an Authorised Officer of the estate
and



- (b) if the Seller accepts the Order in writing within 28 days of the date which it bears.

5. VARIATIONS

The estate shall have the right during the execution of the Contract by notice in writing from an Authorised Officer of the estate to direct the Seller to add or to omit or otherwise vary the Goods, and the Seller shall carry out such variations and be bound by the same Conditions, so far as applicable, as though the said variations were stated in the Contract. Where the Seller receives any such directions from the estate which would occasion an amendment to the Contract Price or the time for delivery of the Goods or the time for completion of the Contract, the Seller shall with all possible speed advise the estate in writing to that effect giving the amount of any such amendment, ascertained and determined at the same level of pricing as the original Contract.

Where the Goods are ordered to the estate's Specification, the Seller shall not alter any of the Goods, except as directed in writing by an Authorised Officer of the estate.

6. ACCEPTANCE, PROPERTY AND RISK

- (a) The Goods shall only be accepted and property in them pass to the estate after they (i) have satisfied all requirements and passed all tests specified in the Order, the Specification and these Conditions and (ii) have thereafter been accepted in writing by and to the full satisfaction of the estate. The estate shall be entitled to reject the Goods at any time prior to their acceptance notwithstanding delivery.
- (b) Until delivered to and accepted by the estate the Goods shall remain at the sole risk of the Seller, who shall at its own cost insure the Goods in the name of the Seller against all insurable risks which are likely to affect the goods with insurers and on terms approved by the estate. Satisfactory evidence of such insurance and payment of the current premiums shall be shown to the estate upon request.

7. DELIVERY

- (a) The Goods shall be properly packed, secured and dispatched at Seller's expense to arrive in good condition by the Delivery Date or Dates and at the place or places specified in the Order.



- (b) The Seller at its own expense shall furnish such programs of manufacture and delivery as the estate may reasonably require and shall give written notice to the estate immediately if such programs are or may be delayed.
- (c) If the Goods are delivered to the wrong destination the Seller shall be held responsible for any additional expense in delivering them to their correct destination.
- (d) Unless otherwise provided by the Contract, all Packages supplied by the Seller shall be considered as non-returnable, and their costs having been included in the Contract Price. Where it is agreed that Packages are returnable, full disposal particulars must be quoted on the advice note. The empties must have legible marks to show to whom they belong and the Seller shall be required to bear all carriage and cartage charges. The estate accepts no liability for Packages lost or damaged in transit.
- (e) In order to confirm receipt the Seller shall obtain on delivery the signature of a representative of the estate or the person to whom the Seller has been instructed to effect delivery of the Goods. This confirmation shall be evidence of receipt only but not of the Goods being of the condition specified in the Order, the Specification and these Conditions and shall not amount to acceptance.

8. PAYMENT

- (a) Payment shall be made in accordance with the Contract. In the absence of any express condition in the Contract, the estate's terms are payment within four (4) weeks of receipt of the statement. Invoices must be addressed to the estate Department indicated on the Order. The complete Order number must be quoted on all invoices.
- (b) If applicable the estate shall pay to the Seller, in addition to the Contract Price, a sum equal to the value-added tax chargeable on the value of the Goods supplied in accordance with the Contract.
- (c) Any over-payments by the estate to the Seller shall be a sum recoverable from the Seller under Condition 26

9. QUALITY AND DESCRIPTION

The estate's representative shall have the right to inspect all Goods/Services at the Seller's works and the works of sub-contractors at all reasonable times and to reject Goods that do not comply with the terms of the Contract. Any inspection, checking, approval or



acceptance given on behalf of the estate shall not relieve the Seller or its sub-contractor from any obligation under the Contract.

The Goods/Services shall:

- (a) conform in all respects with the particulars and requirements contained in the Order and the Specification and these Conditions.
- (b) correspond with their description.
- (c) be of sound materials and workmanship.
- (d) be equal in all respects to samples, patterns, drawings, plans and specifications provided by either party.
- (e) be of merchantable quality.
- (f) be capable of any standard of performance specified in the Contract.
- (g) be fit for such purpose as shall be made known by the estate to the Seller and in this respect the estate relies on the Seller's skill and judgment.

10. ESTATE'S RIGHT TO REJECT

- (a) Copperleaf reserves the right to reject the whole (or any part) of the Goods/Services if any part of the Goods/Services does not correspond with the Order and the Specification and these Conditions in quality, fitness, description or quantity and to return any such rejected Goods to the Seller at the Seller's risk and expense.
- (b) The making of payment shall not prejudice the estate 's right of rejection. Goods rejected under this Condition shall not be considered as having been delivered under the Contract and shall be removed by the Seller at its own expense within eight (8) days from the date of the receipt of notification of rejection or within such longer period as the estate may agree. In the event of the Seller failing to remove them, or any of them, within such a period as foresaid, the estate shall be entitled to return the rejected Goods or any of them at the Seller's risk, the cost of carriage being a sum of money recoverable from the Seller for the purposes of Condition 26.

11. SELLER'S WARRANTY

Without prejudice to these Conditions and any additional obligations imposed by the Order the Seller agrees promptly to remedy or replace, at no cost to the estate, any part or parts



of the Goods which during the first year of actual use (hereinafter called the Warranty Period) prove to be defective or unsuitable for the purpose specified, whether such is due to faulty design, poor workmanship, faulty materials, the Seller's erroneous instructions or data, or any other cause not attributable to misuse by the user.

The Warranty Period for any goods repaired or replaced shall be extended by 12 months from the date when such repair or replacement shall be approved by the estate.

12. INDEMNITY

- (a) The Seller shall indemnify the estate against all losses, liabilities, claims, demands, damages, costs and expenses whatsoever in respect of loss of or damage to any property whatsoever (including that of the estate) or injury to or death of any person (including any employees, agents or sub-contractors of the estate or the Seller) or other loss or damage sustained by any person howsoever caused that may arise or occur directly or indirectly as a result of
- either (i) the Goods not being in accordance with the Order, the Specification and these Conditions or (ii) any act or omission of the Seller, its servants, agents or sub-contractors.
- (b) The Seller shall effect insurance against all those risks the subject of the seller's indemnification in Condition 12(a) with insurers and on terms approved by the estate. Satisfactory evidence of such insurance and payment of the current premiums shall be shown to the estate upon request.

13. LATE DELIVERY

- (a) The time or times specified in the Order for delivery of the Goods is of the essence of the Contract between the estate and the Seller for the supply of the Goods.
- (b) If delivery of the Goods or any part thereof is not made in accordance with the time or times specified in the Order, the estate may at its option and without prejudice to any other rights the estate may have, cancel the delivery of any undelivered balance of the Goods.

14. FORCE MAJURE

If during the currency of the Contract the estate is prevented from or hindered in the use of the Goods by reason of war, strikes, disputes, lockouts, riots, civil commotions, epidemics, fire, explosion, accident, flood or any other operation of the forces of nature or any other cause whatsoever whether of the foregoing nature or not, then the estate at its option may partially or wholly suspend deliveries of the Goods during the continuance of such causes and the time for delivery shall be correspondingly extended, but if such suspension continues for more than six months, the estate may give written notice to terminate the whole or any part of the Contract thereby affected without liability and without prejudice to the accrued rights of either party. If the Seller postpones delivery at the request of the estate pursuant to this clause, the seller shall store, protect and insure the goods until actual delivery and the estate shall be liable for any reasonable cost (including insurance) for its so doing.

15. STORAGE

Except where stated otherwise in the Contract, the Seller shall protect and insure Goods that might deteriorate through corrosion or other cause during storage and transportation.

16. HAZARDOUS GOODS

Hazardous goods must be marked with the name of the material in English and the Seller shall observe the requirements of the Republic of South Africa or public body or any international agreement or convention of whatsoever nature and by whomsoever imposed relating to the packaging, labelling, distribution and carriage of hazardous goods. The Seller shall promptly inform the estate of any dangers and special instructions relating to the handling or use of hazardous Goods.

17. ARTICLES ON LOAN AND USE OF INFORMATION

All tools, materials, drawings, specifications and other equipment and data loaned by the estate to the Seller in connection with the contract shall remain at all times estate property and be surrendered to the estate upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by the Seller solely for the purpose of completing the Contract. The Seller agrees that no copy of any of the articles listed in the foregoing



sentence shall be made without consent in writing of an Authorised Officer of the estate. Such articles shall be at the risk of the Seller and insured by the Seller at Seller's own expense against the risk of loss, theft or damage. Any loss of or damage to such articles shall be made good by the Seller at the Seller's expense. All scrap arising from the supply of such articles must be disposed of at the estate's discretion and all proceeds of sales of such scrap must be credited by the Seller to the account of the estate. Any specifications, plans, drawings, patterns or designs supplied by the estate to the Seller in connection with the Contract shall remain the property of the estate, and any information derived there from or otherwise communicated to the Seller in connection with the Contract shall be kept secret and shall not without consent in writing of an Authorised Officer of the estate, be published or disclosed to any third party, or made use of by the Seller except for the purpose of implementing the Contract.

18. OWNERSHIP OF RESULTS

If the Contract involves design and/or development work, but not otherwise, the provisions hereinafter set out in this Condition shall apply:

All rights in the results of work arising out of or deriving from this Contract, including inventions, designs, copyright and knowledge shall be the property of the estate which has the sole right to determine whether any letters patent, registered design and other protection shall be sought.

The seller shall promptly communicate to the estate all such results and shall if requested and at the expense of the estate do all acts and things necessary to enable the estate or its nominee to obtain letters patent, registered designs and other protection for such results in all territories and to assign the same to the estate or its nominee.

The Seller shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes part of the public domain other than by breach of this Contract.

19. NON-OBSERVANCE OF CONDITIONS

In the event of any breach or non-observance of any of these Conditions, the estate may give the Seller written notice of such breach or non-observance and the Seller shall have



28 days from receipt of the notice in which to rectify the breach or non-observance. Should the Seller fail so to rectify, then the estate shall have the right to give the Seller written notice forthwith terminating the contract.

20. ESTATE'S RIGHT OF CANCELLATION

The Seller agrees that the Contract may be terminated by the estate at any time in whole or in part by delivery to the Seller of a Notice of Termination. In the event of such Notice being given the Seller shall comply with any directions with regard to the Goods which may be given by the estate. Subject to the Seller submitting within six (6) months from the effective date of termination its termination claim in the form prescribed by the estate in the Notice of Termination, the estate shall indemnify the Seller against any commitments, liabilities or expenditure which in the opinion of the estate have been reasonably and properly incurred by the Seller in connection with the Contract and which would otherwise represent an unavoidable loss to the Seller. The estate shall not be liable to pay under the provisions of this Condition any sum which when taken together with any sums paid or due or becoming due to the Seller under the Order, shall exceed the total price of the Goods payable under the Contract. Save as provided above, the estate shall not be liable to the Seller for any loss, damage or injury whatsoever sustained by the Seller whether direct, indirect or consequential howsoever the same may be caused.

21. CONSEQUENTIAL LOSS

The estate, its servants, agents and independent contractors shall not in any circumstances whatsoever be liable for any loss of profit or consequential loss whatsoever and the Seller shall hold harmless and indemnify the estate and its servants, agents and independent contractors accordingly.

22. INSOLVENCY OF SELLER/SERVICE PROVIDER

The estate may by written notice cancel the delivery of any undelivered balance of the Goods or the provision of Services if the Seller/Service Provider becomes insolvent or being a sole proprietor or partnership becomes bankrupt or enters into a composition or arrangement with his creditors or has a Receiving Order made against him or being a Company goes into liquidation or suffers a Receiver to be appointed.



23. COMPLIANCE WITH LAW

- (a) The Seller/Service Provider shall ascertain, comply with and observe strictly in respect of and in connection with the Goods/Services and their supply all Acts of Parliament, statutory provisions and regulations, common law duties, by-laws or regulations of any government local authority or other public body of whatsoever nature and by whosoever imposed.
- (b) The Seller/Service Provider shall keep the estate indemnified against all actions, claims, demands, damages, fines, costs, charges and proceedings whatsoever in respect of any loss of or damage to any property or death of or injury to any person arising in consequence of or in connection with any breach, non-compliance or non-observance of such statutory provisions and regulations, common law duties, by-laws and regulations as aforesaid.

24. DUTIES, LEVIES, TAXES, ETC.

All export duties, import duties, taxes, levies of whatsoever nature and by whomsoever imposed present or future shall be for Seller's account. Where the Goods required under this Contract are to be wholly manufactured outside of those countries, the Contract Price shall be exclusive of any Customs and Excise duties which may be payable, however the estate shall reimburse the Seller after due delivery of the Goods any sums which it may pay to Customs and Excise in respect thereof, on production of evidence of such payment. Where the estate wishes to apply for a licence of exemption from Customs and Excise duties in respect of the Goods, the Seller shall give all necessary assistance with the said application and if the application for a licence of exemption is successful, shall be responsible for claiming repayment of said duties from Customs and Excise and will not charge the estate for the said duties, or if the estate has already paid, the Seller shall promptly repay the said duties to the estate.

25. INFRINGEMENT OF PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY

The Seller/Service Provider warrants that neither the Goods/Services nor the estate's use thereof shall infringe any patent, registered design, trademark, copyright or other protected right and undertakes to indemnify the estate against all actions, claims,



demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any such right. The Seller/Service Provider shall obtain the necessary consents from the proprietors or their licensees should it make use of the intellectual property, patent, trademark or design of any other person.

26. RECOVERY OF AMOUNTS DUE

Whenever under the Contract any amount of money shall be recoverable from or payable by the Seller, the same may be deducted from any amounts then due, or which at any time thereafter may become due to the Seller under the Contract or under any other Contract with the estate.

27. CORRUPT GIFTS

The Seller shall not give, provide or offer any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, the estate shall, without prejudice to any other rights it may possess, have discretion forthwith to terminate the Contract and to recover from the Seller any loss or damage consequent upon such termination.

28. ASSIGNMENT

The Seller shall not be entitled to cede, assign or delegate any of its rights and/or obligations in this Contract without the prior written approval of the estate.

29. NOTICE

All notices and communications required to be sent by the Seller or estate hereunder shall be made in writing and sent by first class mail and if sent to the Seller, sent to the registered or head office of the Seller and if sent to the estate, sent to the Senior Manager: Supply Chain Management, at the estate address stated on the Order and shall be deemed to have reached the party to whom it is addressed on the business day next following the date of posting.

30. APPLICABLE LAWS

These conditions shall be construed in all respects in accordance with the laws of the



Republic of South Africa and the Seller hereby submits for the purpose of any proceedings to the jurisdiction of the courts of the Republic of South Africa with competent jurisdiction. Nothing in these Conditions shall prejudice any condition or warranty (expressed or implied) or any other right or remedy to which the estate is entitled in relation to the Goods by virtue of statute, common law or otherwise.