

1. Introduction:

In consideration or payment of the Price by the Company (as defined in the Purchase Order), the Supplier shall supply the Goods and/or provide the Services to the Company in accordance with, and as specified in, this Purchase Order (which includes these Purchase Order Terms and Conditions).

2. Precedence of documents:

These terms and conditions are applicable to the Purchase Order to the exclusion of and to the extent permitted by Law and to the extent the Supplier's terms and conditions are supplied to the Company in respect of the Goods or Services or any other terms including any terms or conditions which the Supplier purports to apply under any quotation, proposal, invoice, confirmation of order, specification or other documentation (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of the Company signs those terms and conditions or annexes the terms and conditions to this Purchase Order), save and except that these terms and conditions shall not apply where this Purchase Order relates to Goods and/or Services in terms of a contract concluded between the Supplier and the Company, the terms of that contract shall apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.

3. Definitions:

3.1 Unless the context otherwise requires, the following terms have the meanings given when used in this Purchase Order:

- a) **"Anti-Corruption Laws"** means any laws or international conventions relating to anti-corruption including but not limited to:
 - a. the Prevention and Combatting of Corrupt Activities Act 12 of 2004;
 - b. any other applicable law statute, ordinance, rule or regulation, order of any court, tribunal or any other judicial body or any other administrative requirement.
- b) **"Authority"** means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body.
- c) **"Bribery"** means the offering, authorising, giving, soliciting or accepting any monetary or other benefit to influence action or non-action of a Government Official in an official capacity, or to otherwise influence any person to act improperly. Bribery includes the making of facilitation payments, which are minor payments or benefits made to improperly expedite or secure the performance of required routine official action.
- d) **"Company"** means the entity named as such in this Purchase Order.
- e) **"Company's Corporate Policies"** means the most current version of the policies, codes and principles published by the Company, as amended from time to time.
- f) **"Confidential Information"** mean any information disclosed in whatever form, by a party to the other party including, but not limited to, business, operations, technical, environmental, commercial, legal and financial, plans or customers of the Company (or the Company's related entities) information relating directly or indirectly to the parties and/or to this Purchase Order.
- g) **"Consumption Tax"** means value-added Tax, sales Tax, goods and services Tax or any Tax analogous thereto, but excludes any statutory late payment interest or penalties.
- h) **"Defect"** means any aspect of the Goods or Services not in accordance with this Purchase Order, or any damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup of the Goods or Services.

- i) **"Delivery Date"** means the delivery date specified as such in the Purchase Order.
- j) **"Delivery Point"** means the place for delivery of the Goods specified on this Purchase Order.
- k) **"Goods"** means the goods or equipment specified in the Purchase Order (including any part of the goods specified).
- l) **"Government Official"** includes any;
 - a. officer, employee or agent of a government or public international organization or any department or agency thereof or any government-owned or controlled entity (including state owned enterprises);
 - b. political party or party official, or political office candidate;
 - c. individual who holds or performs the duties of an appointment, office or position created by custom or convention, including, potentially, some tribal leaders and members of royal families; or
 - d. person who holds themselves out to be authorised intermediary of any person specified in (a), (b) or (c) above.
- m) **"Invoice"** means an invoice submitted by the Supplier in accordance with clause 18.
- n) **"Law"** means all legislation including regulations, by-laws, orders awards and proclamations with which a party is legally required to comply, together with all Authority requirements, guidelines, consents, certificates, licenses, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals) with which a party is legally required to comply.
- o) **"Personnel"** means directors, employees, agents, Suppliers or subcontractors, but a reference to the Company's Personnel excludes the Supplier.
- p) **"Price"** means the price for the Goods and/or Services stated in the Purchase Order.
- q) **"Purchase Order"** means this Purchase Order request or order from issued by the Company to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services
- r) **"POPI"** means the Protection of Personal Information Act, 4 of 2013 (as amended from time to time) and all regulations promulgated in terms of it.
- s) **"Services"** means the services specified in the Purchase Order.
- t) **"SHE Requirements"** means all relevant law and government requirements relating to workplace health and safety and the environment, and the most current version of the Company's policies with respect to health and safety, the environment and stakeholder relationships.
- u) **"Site"** means the place described as such in this Purchase Order as the place for the delivery, use or storage of the Goods by the Company or for the performance of the Services.
- v) **"Site Standards and Procedures"** means all the Company's standards, policies and procedures that are of general application at the Site in relation to matters concerning safety, health, the environment, industrial relations and personal conduct.
- w) **"Supplier"** means the corporate body or person to whom or to which the Purchase Order is addressed and includes the Supplier's successors in title and permitted assigns.
- x) **"Supplier Reference Document"** means a delivery document, dispatch note, time sheet, claim form or such other document which evidences the delivery of the Goods or the performance of the Services.
- y) **"Tax"**
 - a. includes all present or future taxes, fees, levies, duties, imposts, assessment royalties, tariffs, fees and charges imposed or assessed in respect of this Purchase Order by all Authorities including income tax, payroll tax, statutory pension or superannuation contributions and workers' compensation payments and contributions, sales tax,

- customs duty, excise, and stamp duty, as well as interest, penalties and additions thereto; but,
- b. does not include Consumption Tax.

4. Interpretation:

- 4.1 The clause headings are for reference purposes only and shall not influence its interpretation.
- 4.2 Where figures are referred to in numerals and in words, and there is any conflict, the words shall prevail.
- 4.3 Reference to days, shall be construed as calendar days. Where the day upon or by which any act is required to be performed is not a business day, the parties shall be deemed to have intended such act to be performed upon or by the next succeeding business day.
- 4.4 Where a number of days are prescribed, it shall be calendar days and shall be reckoned exclusively of the 1st (first) and inclusively of the last day.
- 4.5 Any communication to be made under or in connection with this Purchase Order may be made by electronic mail or other electronic means in accordance with the provisions of the Electronic Communications and Transactions Act, 25 of 2002, as amended, subject to the terms and conditions of this Purchase Order.

5. Language:

- 5.1 If by Law the parties are required to translate this Purchase Order into a language other than English, then to the extent permitted by Law, the English language text of this Purchase Order will prevail over any inconsistencies or difference of interpretation with any other language. In the event of any such inconsistency or difference, the parties must amend the text in any other language to remove the inconsistency or difference.

6. Non-exclusive relationship:

- 6.1 The Supplier acknowledges and agrees that the Company may engage any other party to supply Goods and/or Services of the same or a similar nature to the Goods and/or Services being supplied by the Supplier in terms of this Purchase Order.

7. Time for performance of the Goods and/or Service:

- 7.1 The Supplier shall perform the Services and/or deliver Goods by the date specified in the Purchase Order.

8. Quality:

- 8.1 Goods and/or Services shall be supplied strictly in accordance with the terms (quantities, units, description, prices and delivery) stated in the relevant Purchase Order.
- 8.2 The Supplier warrants that the Goods and/or Services supplied by it shall:
 - 8.2.1 be free from all defects and imperfections affecting performance;
 - 8.2.2 be of current manufacture, appropriate grade and suitable capacity;
 - 8.2.3 conform in all respects to the specifications;
 - 8.2.4 match the description of the Goods and Services in this Purchase Order;
 - 8.2.5 if the Supplier gave the Company a sample of the Goods before the Company issued this Purchase Order, the Goods correspond with the sample;
 - 8.2.6 if the Supplier provided the Company with a demonstration of the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the Services demonstrated;

- 8.2.7 if the Supplier showed the Company a result achieved by the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the services that achieved that result;
- 8.2.8 the Services are performed with the professional skill, care and diligence expected of a skilled and experienced professional Supplier;
- 8.2.9 the Goods and Services shall be fit for the purposes set out in, or which an experienced professional Supplier would reasonably infer from, this Purchase Order;
- 8.2.10 the Goods are new and of merchantable quality;
- 8.2.11 to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Purchase Order;
- 8.2.12 any items which the Supplier uses or supplies in conjunction with the Services are of merchantable quality and comply with any standards specified in this Purchase Order and are fit for their usual purpose and any purpose described in this Purchase Order; and
- 8.2.13 conform with all relevant requirements of any statute, Law, regulation or legal requirement which may be in force in the country in which the Supplier is situated.

9. Warranty:

- 9.1 The Supplier shall provide a warranty on the Goods and/or Services for a period of no less than twelve (12) months from the Delivery Date or in the case where the Company has purchased Goods for future use, the warranty period shall run from the date on which the Goods have been put to use by the Company, unless a greater period has been stipulated by the Supplier, in which event, the greater period shall apply.
- 9.2 If the Goods fail for any reason other than fair wear and tear within the warranty period, the Supplier shall either replace the Goods at no cost to the Company or, in the event that the Goods cannot be replaced, shall refund the value of the Goods to the Company.
- 9.3 The Company has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Supplier must pursue any manufacturer's warranties on the Company's behalf if the Company so requests).

10. Risk and Title:

- 10.1 Risk and title in and to the Goods shall pass to the Company upon delivery of the Goods to the Site (stated in the relevant Purchase Order) and acceptance of the Goods by the Company. In the event where the point of delivery is specified as the Site of the Company's nominee, ownership and risk of loss or damage shall pass to the Company upon delivery and acceptance of the Goods by the Company's nominee.
- 10.2 In the instance where the Purchase Order requires the Supplier to remove Goods owned by the Company from the Company's Site to that of the Supplier's, all risks such as, but not limited to, transportation, handling and storage shall be that of the Supplier from the time when the Goods leave the Company's Site and such risk shall only revert back to the Company upon successful offloading at the Company's Site in accordance with clause 10.1.
- 10.3 The Supplier warrants that the Goods as at date of delivery are free and clear of any lien, claim, demand, security, interest or any other encumbrance.
- 10.4 The Supplier hereby waives any lien or right of retention it may have over the Goods, the deliverables in respects of any Goods or any equipment, tools or other articles owned or supplied by the Company.

11. Packaging:

- 11.1 The Supplier shall ensure that the Goods are suitably packaged as per the instructions in the Purchase Order. In the event that there are no instructions in this Purchase Order, the Supplier shall meet the packaging standards as is customary in the industry so as to ensure adequate protection for the Goods and eliminate damage in transit or in storage and in such a way to comply with any applicable Laws.
- 11.2 Packages must be marked with the Purchase Order number, item number, Delivery Point, contents, quantity, date and method of dispatch and weight of each package.
- 11.3 All packaging materials shall become the property of the Company.

12. Delivery:

- 12.1 The Supplier must deliver the Goods to the Delivery Point by the Delivery Date.
- 12.2 The Supplier shall confirm the Delivery Date and time with the responsible person nominated in this Purchase Order, or any such duly authorised person, and inform such person of any event or circumstance which may impact the fulfilment of the Purchase Order. The Company may grant or refuse an extension of the Delivery Date in its sole discretion, which consent may not be unreasonably withheld.
- 12.3 The Company may, in its sole and absolute discretion, cancel any Purchase Order in the event that the delivery is late.
- 12.4 The Company shall not accept any Goods in excess of the quantity specified in this Purchase Order. Such Goods as may be in excess of the specified quantity in this Purchase Order shall be removed by the Supplier from the Company's Site within seven (7) days, at the Supplier's own cost and title and risk in these Goods shall remain with the Supplier.
- 12.5 The Supplier shall, at the Supplier's cost, replace any Goods lost or damaged in transit, howsoever caused.
- 12.6 The Supplier is responsible for all charges for packaging, packing, insurance and delivery of the Goods in accordance with this Purchase Order.

13. Replacements, repairs and refurbishment of equipment or spare parts:

- 13.1 Where the Services include replacement, repair or refurbishment of equipment or spare parts, the Supplier shall:
 - 13.1.1 where the Services are effected on Site, not remove the equipment or spare parts being replaced, unless the Company has requested such removal in writing; or
 - 13.1.2 where the Services are effected off Site, return the equipment or spare parts being replaced to the Company, unless the Company requests the Supplier not to do so in writing; and
 - 13.1.3 in either of the instances referred to in clauses 13.1.1 and 13.1.2 above, all replaced equipment or spare parts being replaced are to be made available for inspection for a period of 30 days after performance of the Services.

14. Tests and Inspections:

- 14.1 The Company has the right to conduct tests and/or inspections of the Goods or Services after delivery, performance and/or after payments have been made, as the Company may deem necessary.

15. Defects:

- 15.1 If, the Company finds any defects in the Goods or Services (other than a Defect caused by the negligence of the Company), the Company may:
- 15.1.1 reject and return the defective Goods to the Supplier, in which case the Supplier must replace the Goods free of charge and reimburse the Company for any expenses incurred; or
 - 15.1.2 reject the defective Services, in which case the Supplier must re-perform the Services free of charge; or
 - 15.1.3 make good or engage another Supplier to remedy the defect, in which case the Supplier must reimburse the Company for any expenses incurred.
- 15.2 If the Supplier does not replace the Goods or re-perform the Services pursuant to this clause 15 and:
- 15.2.1 the Company has already paid the Supplier for the defective Goods or Services, the Supplier must repay the Company the Price for those Goods or Services; or
 - 15.2.2 the Company has not already paid the Supplier for the defective Goods or Services, the Company is not liable to pay the Supplier for those Goods or Services.
- 15.3 The acceptance of any Goods or Services with a defect by the Company will not bind the Company to accept any other defective Goods or Services and does not affect any of the Company's other rights under this Purchase Order or in Law.
- 15.4 Where the Supplier has remedied any defect under this clause 15, those Goods or Services will be subject to the same acceptance period as the original Goods or Services, from the date the Supplier delivered the remedied Goods and or Services.
- 15.5 Within the period of 14 (fourteen) Business Days after delivery of the Goods to the Site and or rendering the Service, the Company will notify the Supplier, if the Goods and/or Services are rejected, and if the Company fails to do so, the Goods and/or Services will be deemed accepted; provided that nothing contained in any provision of this Purchase Order shall be construed to diminish the Company's right under common law to seek redress from the Supplier for latent defects, which were present at the time of the delivery of the Goods or at the time of the rendering of the Services and which only became apparent after the period of 14 (fourteen) Business Days.
- 15.6 Payment for the Goods and/or Services shall not constitute acceptance of Goods and/or Services that do not comply with the Purchase Order and shall not prevent the Company from rejecting the Goods pursuant to clause 15.5.

16. Hazardous Substances:

- 16.1 In the event that the Goods supplied by the Supplier are hazardous substances as defined in the Hazardous Substances Act, No 15 of 1973, the Supplier warrants that the Goods are safe and without risk to health and safety when used, handled, processed, stored or transported and the Supplier shall provide the Company with detailed documented information about, inter alia, the use of the substance, the potential risk to health and safety associated with the substance, any restrictions or control on the use of this substance, the safety precautions to ensure that the substance is without risk to health and safety, and the procedure to be followed in the event of an accident involving exposure to these substances.

17. Penalties:

17.1 Should the Supplier fail to fulfil its obligations in terms of the Purchase Order by the stipulated Delivery Date, the Supplier shall compensate the Company by paying 1% (one per cent) per day, of that part of the Price which is attributable to such portion of the Goods or Services which have not been supplied, for each day that the Goods or Services are late. This penalty amount shall not exceed 10% (ten per cent) of the total Price. This penalty shall not apply in instances where the Supplier failed to meet the Delivery Date through no fault of its own. The Company may elect in its sole discretion whether it wishes to invoke this penalty or claim damages for breach.

18. Invoicing and Payment:

- 18.1 The purchase price shall include all costs, including but not limited to labour, packaging, delivery, design, manufacture, inspection, testing, medicals, inductions and transport.
- 18.2 All payments are conditional upon receipt by the Company of the Supplier's tax invoice that complies in all instances with the Value Added Tax Act (Act 89 of 1991) (or any amendments and/or substitutions thereof) and must reflect the Purchase Order number.
- 18.3 Payment will be made as per the payment terms set out in the Purchase Order. If no terms appear on the Purchase Order, the Company will pay the Supplier sixty (60) days after date of statement.
- 18.4 The Company shall not be liable for any interest for late payments unless expressly agreed otherwise in writing by the Company.
- 18.5 All payments shall be made only by means of electronic funds transfer.
- 18.6 The Company may refuse payment of any tax invoice which it may contest to the extent permitted by Law, the Company may withhold payment of the disputed part of the Supplier Reference Document or Invoice pending resolution of the dispute.
- 18.7 The Company has the right to retain, withhold, reduce or offset payments due under a Purchase Order against damages or loss sustained by the Company owing to the Supplier's failure to perform in terms of this Purchase Order.
- 18.8 The Company may reduce any payment due to the Supplier under this Purchase Order by any amount which the Supplier must pay the Company, including costs, charges, damages and expenses and any debts owed by the Supplier to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.
- 18.9 On delivery of the Goods and/or completion of the Services, the Supplier shall provide to the Company:
- 18.9.1 a Supplier Reference Document (the Supplier must provide the Supplier Reference Document of invoice using an electronic invoicing system if it is directed to by the Company);
- 18.10 Any Supplier Reference Document or Invoice must include the following details:
- 18.10.1 a reference to this Purchase Order and the relevant contract (if any) including the line item numbers on this Purchase Order and the contract number;
 - 18.10.2 a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services and the relevant quantity of the Goods and/or Services;
 - 18.10.3 an individual reference number for the Company to quote with remittance of payment;
 - 18.10.4 the Price relating to the Goods and/or Services, broken down to reflect the same Price components on this Purchase Order, including the amount of any applicable Consumption Tax; and
 - 18.10.5 Company operation, Site and Company contact name.
- 18.11 If the Company requests, the Supplier must provide the Company with all relevant records to calculate and verify the amount set out in any Supplier Reference Document or any Invoice.

19. Price

- 19.1 The Company shall pay the Supplier the Price for the Goods and/or Services at the time set out in this Purchase Order (subject to the requirements of clause 18 having been satisfied) and the Price is firm and fixed for the duration of this Purchase Order.
- 19.2 The Price is inclusive of:
- 19.2.1 all charges for packaging, packing, insurance and delivery of the Goods in accordance with this Purchase Order;
 - 19.2.2 the cost of any miscellaneous services of a kind which are commonly provided with the Goods and any miscellaneous items of a kind which are commonly used or supplied in the performance of (and in conjunction with) the Services;
 - 19.2.3 the Supplier's compliance with its obligations under this Purchase Order; and
 - 19.2.4 all Taxes.

20. Tax Act:

- 20.1 Income tax Act:
- 20.1.1 The Supplier warrants that it understands the criteria that apply to distinguish independent Suppliers from personal service providers as envisaged in the Income Tax Act.
 - 20.1.2 The Supplier indemnifies the Company against all losses, claims, liabilities, damage or expense which the Company may suffer or be exposed to as a result of, or which may be attributable to any liability of the Supplier for tax in respect of payments made in terms of the Purchase Order. For these purposes "tax" includes PAYE and all other forms of duties, levies or taxation, and any penalties or interest.

21. Intellectual Property:

- 21.1 The Supplier warrants that neither the supply of Goods, the use of the Goods by the Company, nor any designs, materials, documents and methods of working provided by the Supplier in the performance of the Services will infringe any intellectual property rights, whether registered or unregistered, including but not limited to, patents, designs, know-how, trademarks or names, and copyright, together with the goodwill and/or reputation which attaches to the above.
- 21.2 In this regard, the Supplier shall indemnify the Company against all liabilities, damages, claims, losses, costs and all other expenses (including legal costs) whatsoever that the Company may incur as a result of any alleged infringement or infringement of any intellectual property rights.
- 21.3 Title to, copyright in and other intellectual property rights (or future intellectual property rights), whether registered or unregistered, in any documents or other property created for or in connection with the Services shall vest in the Company on creation. The Supplier hereby cedes and assigns all such rights to the Company with effect from the date of creation in order to vest such intellectual property in the Company.

22. Limitation of Liability:

- 22.1 Neither the Company nor the Supplier shall be liable or responsible to each other for any indirect, consequential or incidental damages, including but not limited to loss of profit or loss of production arising out of a breach of this Purchase Order.
- 22.2 Clause 22.1 shall not apply to clause 20.1.2, clause 21.2 and clauses 23.

23. Indemnity:

- 23.1 Without limitation to any other provisions of this Purchase Order, the Supplier irrevocably and unconditionally indemnifies the Company against all Losses arising in connection with –
- 23.1.1 any damage to the Site or any property whether located on the Site or otherwise arising from the negligent or wilful acts of the Supplier or the Supplier Personnel;
 - 23.1.2 death or injury to any person whether located on the Site or otherwise arising from the negligent or wilful acts of the Supplier or the Supplier Personnel;
 - 23.1.3 a breach by the Supplier or the Supplier Personnel of any law in the course of, or caused by, the performance of its obligations under the Agreement, including but not limited to any law applicable to health, safety and the environment;
 - 23.1.4 any penalty imposed on the Company for a breach by the Supplier of any applicable law relating to the supply of Goods and/or Services; and/or
 - 23.1.5 breach of this Agreement by the Supplier or the Supplier Personnel; or
 - 23.1.6 wilful or negligent acts or omissions of the Supplier, Supplier Personnel or agents or contractors.
- 23.2 Notwithstanding the content of clauses 23.1 neither Party shall be liable for any indirect, special, incidental, punitive and/or consequential Losses however arising out of this Purchase Order.

24. Employment Laws:

- 24.1 The Supplier hereby indemnifies and holds the Company harmless against all claims by the employees of the Supplier against the Company, under any employment laws, and in the event of an award or determination being made against the Company, the Supplier shall pay any amount ordered to be paid by the Company. Should the Company be compelled to pay any such amount(s) to an employee of the Supplier, the Supplier shall pay that amount to the Company.

25. Insurance:

- 25.1 The Supplier shall effect and maintain all insurances that a prudent person in the Supplier's position would consider appropriate in the circumstances having regard to the Supplier's obligations under this Purchase Order, which may include, but not limited to general or public liability insurance, third party motor vehicle insurance, goods in transit insurance and professional indemnity insurance.
- 25.2 Unless otherwise agreed, the Supplier shall require any approved subcontractor to effect and maintain adequate insurance.
- 25.3 The Supplier shall provide the Company with a certificate from its insurers setting out the insurance cover, upon reasonable request from the Company, and confirmation that it is maintaining such insurance policy.

26. Site and Safety:

- 26.1 The Supplier must, in supplying the Goods or performing the Services:
- 26.1.1 not interfere with any activities or the activities of any other person at the Delivery Point or the Site;
 - 26.1.2 ensure that the Supplier's personnel entering the Site perform the Services or deliver the Goods in a safe manner and in a way that does not prejudice safety, safe working practices and care of property and continuity of work at the Site;
 - 26.1.3 provide all such information and assistance in connection with any statutory or internal health and safety, environment or community investigation in connection with any incident resulting from the supply of the Goods or the performance of the Services;
 - 26.1.4 comply with the SHE Requirements when on the Company's Site;
 - 26.1.5 comply with the Company's Corporate Policies; and
 - 26.1.6 undertake to comply with all applicable legislation including (but not limited to) the legislation, ordinances, regulations, proclamations or by-laws, including, without limitation, the Labour Relations Act 1995, the Employment Equity Act 1998, the Unemployment Insurance Act 2001, the Basic Conditions of Employment Act 1998, the Skills Development Act, the Mineral and Petroleum Resources Development Act, Act 28 of 2002 (including the provisions of the Mining Charter), the MHPA, the OHS Act, the National Water Act, 1998, Hazardous Substances Act No 15 of 1973, the National Environmental Management Act, 1998, the Competition Act, 1998 and the Applicable Anti-Corruption Laws (the "Acts") and any legislation amending and / or replacing the above Acts from time to time (collectively hereinafter referred to as the Legislation);
 - 26.1.7 be aware of and comply with, and ensure that the Supplier's personnel are aware of and comply with:
 - 26.1.7.1 all applicable Laws;
 - 26.1.7.2 all Site Standards and Procedures and the code of conduct, to the extent that these documents are applicable to the supply of the Goods or the performance of the Services by the Supplier; and
 - 26.1.7.3 follow all lawful directions and orders given by the Company's representative or any person authorised by Law or the Site Standards and Procedures to give directions to the Supplier thereto on Site.
 - 26.1.8 The Company may cancel this Purchase Order upon written notice to the Supplier if the Supplier breaches clause 26 in relation to performing its obligations under this Purchase Order.
 - 26.1.9 On request by the Company, provide to the Company and its Personnel any information and assistance required to identify, evaluate, implement and report on any matter required by Law in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under this Purchase Order.
 - 26.1.10 provide a valid letter of good standing issued by the Department of Labour or Rand Mutual Assurance. The letter of good standing must be current and reflect the certificate number, name of company, scope of work, and expiry date. The Company reserves the right to reject a letter of good standing if it does not comply with the above and in that event, the Supplier will not be granted access to any Site and the operation of this Purchase Order will be suspended.
 - 26.1.11 Comply with all the Company's written policies and contents of the relevant contractor pack including those on anti-corruption and anti-bribery, health, safety, security and environmental issues and code of business conduct, as amended from time to time;
 - 26.1.12 Comply with all the Company's security rules and instructions;
 - 26.1.13 Comply with any additional guidelines and/or operating standards provided to the Supplier by the Company;
 - 26.1.14 Comply with the provisions of any relevant permit, license or approval of any public authority; and

- 26.1.15 If the Supplier, or any of the Supplier's Personnel or sub-contractors, breaches the Company's Policies or Legislation, the Supplier shall immediately notify the Company. Any breach must be remedied within the period of time stipulated by the Company in writing and as agreed with the Company, steps must be taken by the Supplier to avoid a recurrence of any breach of the Company's policies and any relevant Legislation.
- 26.1.16 If the Company observes an act or becomes aware of an omission which in its opinion violates any of the Company's Policies (including but not limited to any unsafe act), or becomes aware of a planned act, or any other act that in its opinion might violate any of the Company's Policies, the Company may direct the Supplier to cease work, or not to proceed with such act. The Supplier must, at its own cost and risk, promptly modify its processes so that the supply of the Goods and/or Services is carried out in accordance with the Company's Policies.

27. Confidentiality:

- 27.1 Each party acknowledges and agrees that all Confidential Information which has or will come into its possession or knowledge in connection with this Purchase Order, or the performance hereof, consists of confidential and proprietary data and each party shall hold such material and information in strictest confidence and not to release or disclose it to any other person or party whatsoever, unless so required by Law.
- 27.2 The Supplier must not, and must ensure that its personnel do not, without the prior written approval of the Company;
 - 27.2.1 use Confidential Information other than as necessary for the purposes of fulfilling the Supplier's obligations under this Purchase Order; or
 - 27.2.2 disclose the Confidential Information, other than to the Supplier's personnel who need the information to enable the Supplier to perform this Purchase Order.
- 27.3 On expiry or termination of the Purchase Order for any reason and at the direction of the other party, each party shall return or destroy the other party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit the Company from maintaining copies of reports and analysis in accordance with its record retention policies and document retention policies as may be required by Law or accreditation bodies.
- 27.4 The rights and obligations under this clause 27 continue after the termination of this Purchase Order.

28. Default by the Supplier:

- 28.1 Termination forthwith:
 - 28.1.1 the Supplier is placed under liquidation or is sequestrated, either provisionally or finally, whether voluntary or compulsorily; or
 - 28.1.2 the Supplier is placed under business rescue or ceases to carry on business or disposes of some or all of its assets; or
 - 28.1.3 the Supplier is unable to pay its debts as they become due;
 - 28.1.4 then the Company may seek specific performance, without prejudice to any other rights it may have including the right to claim damages, terminate this Purchase Order with immediate effect without payment for compensation to the Supplier for any damages whatsoever.

28.2 Termination for Default:

- 28.2.1 The Supplier breaches any provision of this Purchase Order (including the Company's Corporate Policies);
- 28.2.2 does not fix any breach in terms of this Purchase Order (failure to comply with it) within 7 (seven) days of receiving written notice from the Company to do so;
- 28.2.3 then the other Party may, without prejudice to any of its rights –
 - 28.2.3.1 claim specific performance of this Purchase Order (make the Party comply with this Purchase Order); or
 - 28.2.3.2 immediately cancel this Agreement in writing; and
 - 28.2.3.3 claim damages from the other Party.

29. Termination for convenience:

- 29.1 The Company may at any time, in its sole and absolute discretion and without cause, terminate this Purchase Order in whole or in part by giving ten (10) days written notice to the Supplier of its intention to terminate. The Company must pay the Supplier, as the Supplier's sole remedy in relation to the termination, all amounts due and unpaid for the Goods delivered and/or Services rendered at the date of termination;
- 29.2 if the Supplier has shipped any Goods before the termination and the Goods have not yet been delivered to the Site at the effective date of termination, the Company may either:
 - 29.2.1 subject to clause 8, accept those Goods when delivered, and pay the Price for them; or
 - 29.2.2 return the Goods to the Supplier at the Company's expense;
- 29.3 if the Supplier has not shipped the Goods at the time of receiving notice of termination, on receiving the Supplier must not ship or must stop manufacturing the Goods in accordance with and to the extent specified in the notice, and do everything possible to mitigate any costs incurred in relation to the Goods; and
- 29.4 if clause 29.2.2 or 29.3 applies:
 - 29.4.1 to the extent that the Goods were manufactured or fabricated in accordance with any specification prepared by the Supplier for the Company, the Company must reimburse the Supplier in respect of any expenditure reasonably incurred by the Supplier prior to the date of the termination which is directly attributable to the placing of the Purchase Order and which the Supplier is not able to recoup in some other way; and
 - 29.4.2 the Supplier is not entitled to the Price of those Goods or Services, or to any compensation for that termination other than as specified in clause 29.2.

30. Dispute Resolution:

- 30.1 Any dispute between the parties arising out of this Purchase Order shall be submitted to arbitration in accordance with the commercial arbitration rules of the Arbitration Foundation of Southern Africa (AFSA). The arbitration shall be held in Johannesburg.

31. Force Majeure:

- 31.1 Should either the Company or the Supplier (hereinafter referred to as "the invoking Party") be prevented from fulfilling any of its obligations in terms of this Purchase Order as a result of any act of God, war, fire, flood, legislation, insurrection, sanctions, trade embargo, illegal strikes or any economic or other cause beyond the reasonable control of such party (any such event hereinafter called "force majeure") then the invoking party will forthwith give written notice thereof to the other party specifying the cause and anticipated duration of the force majeure.

- 31.2 Performance of any such obligations will be suspended from the date on which notice is given of force majeure until the date on which notice is given of termination of force majeure (“Suspension Period”).
- 31.3 The invoking party will not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the force majeure during the Suspension Period.

32. Anti Corruption:

- 32.1 The Supplier, director, employee or agent of the Supplier represents, warrants and agrees that, in connection with this Purchase Order:
- 32.1.1 shall not give or receive any commission, fee, rebate, gift or entertainment of significant value from;
 - 32.1.2 shall not enter into any business agreement with, any director, employee or agent of the Company other than as a representative of the Company or in the ordinary and proper course of business between any of those parties;
 - 32.1.3 neither the Supplier nor their personnel, directly or indirectly, has engaged (upon entering into this Purchase Order) or will engage in the Bribery of a Government Official or any person;
 - 32.1.4 the Supplier (including their personnel) will comply with any Applicable Anti-corruption Laws and must not undertake any activity that may constitute a breach of any provision of the Anti-Corruption Laws. The Supplier shall furthermore, in the performance of its obligations under this Purchase Order, comply at all times and act in a manner consistent with the Business Integrity Policy;
 - 32.1.5 it will notify the Company promptly upon becoming aware that any officer, director, employee or shareholder becomes, or expects to become, a Government Official in a position to influence action for or against the Company;
 - 32.1.6 if the Supplier engages a sub-contractor or other third party to interact with others on behalf of the Company, it will perform appropriate risk based anti-corruption due diligence on that sub-contractor or third party, will keep records of the same, and take reasonable measures to ensure they comply with clauses 32.1.3, 32.1.4, 32.1.5 and 35.1.1; and
 - 32.1.7 it will notify the Company promptly upon becoming aware of any actual or potential breach of clauses 32.1.3, 32.1.4, 32.1.5 or 35.1.1 by the Supplier or their Personnel.
- 32.2 The Supplier is, by its signature hereto, deemed to have knowledge of the Company’s anti-bribery and anti-corruption policies and agrees to comply therewith.
- 32.3 Without limiting any other rights of the Company at Law or under this Purchase Order, if the Company reasonably suspects that the Supplier is in breach of or has breached clauses 32.1.3, 32.1.4, or clause 35.1.1 or the Company knows or reasonably suspects that such a breach is imminent, then:
- 32.3.1 the Company may immediately cancel this Purchase Order by notice to the Supplier; and
 - 32.3.2 any claims for payment by the Supplier in relation to this Purchase Order will be automatically terminated and cancelled.

33. Personal Information:

- 33.1 The Supplier shall ensure that any personal information of the Company will be held, used and disclosed in a manner consistent with POPI and any other applicable privacy requirements.

34. Notices:

- 34.1 Notices must be in writing, in English and addressed to the receiving party at the physical address specified in the Purchase Order and will be deemed to have been received:
- 34.2 if posted, on the 10th day after posting;
- 34.3 if delivered personally, upon delivery and formal receipt thereof;
- 34.4 if sent by facsimile or email:
 - 34.4.1 on a business day, on dispatch of the transmission; or
 - 34.4.2 on a day other than a business day, on the next business day.

35. Books, records and audit:

- 35.1 The Supplier represents, warrants and agrees that it will:
 - 35.1.1 keep and maintain accurate and reasonably detailed books and financial records of expenses and receipts in connection with its performance under, and payments made or received in connection with, this Purchase Order; and
 - 35.1.2 The Supplier must permit the Company or its designated internal/external audit representatives reasonable access to the Supplier's premises for the purpose of conducting audits provide any books, financial records, information, other records and/or processes to the extent necessary to verify compliance with the Supplier's representations, warranties, and undertakings under this Purchase Order and otherwise reasonably co-operate with the Company's investigation of any related matters.

36. Assignment:

- 36.1 The Supplier may not, without the prior written consent of the Company, assign or otherwise deal with any right, title, interest or obligation under this Purchase Order.
- 36.2 The Company shall be entitled to cede delegate any and all of its rights and/or obligations under this Purchase Order to any Company within in its group of companies without the consent of the other Party.

37. Subcontract:

- 37.1 The Supplier shall not subcontract the whole or portions of this Purchase Order without the prior written consent of the Company. The Supplier shall be responsible for the acts or defaults of any subcontractor, his agents or employees, as if they were the acts or defaults of the Supplier.

38. Governing Law:

- 38.1 This Purchase Order is governed by and must be construed and enforced in accordance with the laws of the Republic of South Africa.

39. Entire Agreement:

- 39.1 Subject to clause 2 this Purchase Order (including representations, warranties, promises, statements and documents provided by the Supplier as part of the Company's vendor pre-qualification and/or business partner pre-clearance process (as applicable)) constitutes the entire agreement between the parties as to the subject matter hereof and supersedes any and all previous arrangements, understandings, agreements, quotation requests, representations, warranties, promises, statements, negotiations, letters and documents (if any) in respect of its subject matter (if any) made or given prior to the date of this Purchase Order.

40. Severability:

40.1 If any provision contained in this Purchase Order is void, illegal or unenforceable, that provision is severable from the Purchase Order and the remainder of the Purchase Order has full force and effect.

41. Non-waiver:

41.1 No failure by a party to enforce any provision of this Purchase Order will constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future.

42. Amendment:

42.1 The Supplier must acknowledge and confirm acceptance of any Purchase Order amendment, within a period of seven (7) days of the date of the Purchase Order amendment. Failure to acknowledge or confirm acceptance shall signify the Supplier's unqualified acceptance of the Purchase Order amendment.

43. No other relationship:

43.1 Nothing contained in this Purchase Order is to be construed as constituting a joint venture, agency or partnership between the Supplier and the Company. It is specifically recorded that the Supplier is an employer in its own right.

44. Survival:

44.1 Any provision of this Purchase Order which contemplates performance or observance subsequent to any termination or expiration of this Purchase Order shall survive any termination or expiration of the Purchase Order and continue in full force and effect.