

TERMS AND CONDITIONS

1. This purchase order, including these terms and conditions, constitutes the sole and entire agreement between the parties hereto.
2. The contractor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the order terms of this purchase order. No other terms or conditions shall be binding upon purchaser unless accepted in writing.
3. An advice note or packing slip bearing purchaser's order number must be sent to the purchaser on the same day that the goods are dispatched and a copy of such advice note or packing slip bearing purchaser's order number must be enclosed with the goods.
4. An invoice bearing the purchaser's order number shall be sent to the purchaser on the day on which the goods are dispatched.
5. Payment will be effected within a 30 days of receipt of invoice: provided the purchaser is satisfied with the goods and/or services rendered. The Purchaser shall not be responsible for delays in payment which are beyond its reasonable control.
6. The contractor acknowledges that the purchaser's standard settlement terms are 2.5 percent discount, monthly account
7. The price herein specified, shall unless otherwise expressly stated include all taxes and duties of any kind which either party is required to pay with respect to the sale of goods or services rendered in terms of this agreement.
8. Ownership of and the risk in and to the goods shall pass to the purchaser only upon receipt of the goods by the purchaser in or on its premises and upon an authorised signatory certifying that the goods were received in good order.
9. Materials bought or obtained by the contractor for use on contract works, shall become the property of the purchaser immediately when the relevant portion of the actual price of the materials (or the service as the case may be) is paid to the contractor in accordance with the terms of payment as set out in this agreement. Property in and title to the contract works shall pass to the purchaser in proportion to the amount paid to the contractor in accordance with the terms of payment.
10. The contractor indemnifies the purchaser against all loss of any kind whatsoever which may be occasioned by loss or damage to the materials or works concerned in this agreement, whether these are the property of the purchaser, the contractor or of any other party.
11. The purchaser shall not be liable for any loss, damage or expense arising from the contractor's execution of the order with the purchaser and the contractor shall indemnify and keep the purchaser indemnified a loss, damage, expense or injury to any property or any person in consequence of any defect in design (not originating with the purchaser) work or material or from any negligence of the contractor, its servants or agents. If the purchaser becomes subject to any such claim, the contractor shall render all reasonable assistance as required by the purchaser to settle or defend any such claim or arbitration or proceeding arising there from and shall be liable for inter alia all legal fees incurred by the purchaser in defending and/or settling such claims..
12. All delivery instructions of the purchaser shall be strictly complied with and failure to do so will render the order subject to total or partial cancellation at the option of the purchaser and the purchaser shall be entitled to purchase such goods elsewhere and debit the contractor with all loss, expense and cost thereby incurred.
13. The contractor is required to acknowledge receipt and acceptance of this purchase order and the terms and conditions therein. Non-receipt of the contractor's acknowledgement within 14 days from the date of this purchase order shall be deemed to signify acceptance by the contractor of this purchase order and its conditions.
14. All goods delivered and all works done under any order of the purchaser must be strictly to the quality control, engineering and building specifications, drawings, descriptions; samples or any other data furnished or adopted by the purchaser and all goods must be in a new and good condition when delivered.
15. The contractor warrants that all goods supplied and works done under this order are fit and sufficient for the purpose for which they are intended to be used: that they are of merchantable quality and free from defects, whether patent or latent, in both material and workmanship.
16. The terms of all orders of the purchaser or information supplied thereunder or derived therefrom are strictly confidential and shall not be divulged to any third party.
17. Failure by the purchaser to enforce any of these conditions shall not be construed as a waiver of any of the purchaser's rights hereunder.
18. All personnel employed by the contractor for purposes of executing this order on the purchaser's property shall strictly adhere to all the purchaser's security and safety requirements. Copies of these requirements are available from the purchaser.
19. Any cession or assignment of this order or any rights hereunder in whole or in part, by operation of law or otherwise, without the prior written consent of the purchaser shall be void.
20. On completion of the order, the contractor shall remove all debris or surplus material and shall ensure that the site of the works and adjoining area are left perfectly clear.
21. The contractor undertakes to comply with the provisions of the Occupation Health and Safety Act, 1993 (as amended), the contents of which he declares he is fully aware of. The contractor furthermore warrants that he is an expert in regard to the service/s rendered and the arrangements and procedures to ensure the compliance with the said Act falls within the contractor's personal knowledge and the contractor acknowledges that the purchaser is not in a position to advise him with regard to arrangements and procedure within the contractor's area of expertise. The contractor shall indemnify the purchaser against any liability which the purchaser may incur in terms of clause 37 of said Act due to an act or omission by the contractor or its employees which would be an offence in terms of said Act.
22. This order is subject to the contractor's confirmation that all hardware, software and firmware products offered shall be able to handle all data processing and calculations (including dates falling in the next century) in such a way that it yields valid and current

results and in the event of failure of any such products, the contractor will on receipt of a written demand from the purchaser repair and/or replace such products supplied, within a reasonable time or as agreed between the parties and at no cost to CEF.

For and behalf of contractor