



Purchase Order Terms A

This order is subject to the PPS' General Conditions of Purchase.

By responding to this order by delivering the goods and/or rendering the services as identified above, you will therefore be deemed to have accepted and agreed to such conditions.

In the event of any conflict between the provisions of this document and the attached General Conditions of Purchase, the provisions of this document shall prevail.

General Terms B

TERMS AND CONDITIONS OF PURCHASE

Procedures

In the absence of a Principal Contract or Tender document, these General conditions of Purchase shall take precedence over all other terms and conditions submitted by, or included with any quotations from Suppliers.

Definitions

Unless the context indicates otherwise,

- Purchaser shall mean PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED. (hereinafter PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED).
- Supplier shall mean the company, person or body to whom this order is addressed.
- Delivery date shall mean the date specified in the order by which delivery is to be completed. If the goods are to be installed, and/or commissioned by the Supplier, then delivery date shall mean the date specified by which such installation and/or commissioning, inclusive of any tests or inspections required, shall have been completed to the satisfaction of PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED.
- Delivery shall mean the physical delivery to the designated delivery point, and if installation and/or commissioning is included in the scope of work, the completion of such work inclusive of the passing of all tests and inspection required.

- Goods shall mean the items and/or services detailed on the order, and shall be inclusive of all work necessary to achieve delivery by the required delivery date.
- Order shall mean this document and all attachments thereto as listed in the text thereof.
- Expressions denoting the singular shall include plural and vice versa.

Variations

No deviations from the specification and/or terms and conditions of this order is permitted without the Purchaser's prior written consent. The Purchaser reserves the right to add to, deduct from or otherwise alter the requirements of the order.

Any such alterations to the order shall be issued as an amendment to the order, shall form part of the original order, and all requirements thereof except as may be altered by the amendment, will apply to such variation. Supplier shall not proceed with any such variation until advised in writing to so proceed.

Terms of Payment

Unless otherwise specified in the order, all invoices received at PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED's stated will be paid within 30 days.

Payment in terms of this is agreement is a once off payment for that specific order. Payment does not in any way bind or obligate PPS to any term or contractual arrangement.

Escalation

Unless otherwise stated in the order, prices are fixed and free from any and all escalation.

Foreign Exchange

Unless specifically stated in the order, variations in foreign exchange rates which effect the order value will not be for PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED's account.

Import Duties: Customs Charges

Prices are deemed to include all applicable duties, import charges, landing & wharfage fees and other costs incurred or likely to be incurred in importation of the goods.

Insurance

Supplier is responsible for insurance of the goods up to time of handover of the goods to PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED.

Handover Passing of Risk and Ownership

Goods shall be deemed to have been handed over to PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED on completion of delivery of the goods to the designated delivery point, and acceptance thereof the goods by PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED or its designated assignee.

Cession and Assignment

Without prior written authority from PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED, the Supplier shall neither cede nor assign all or part of this order.

Inspection and Expediting

As deemed necessary by PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED the goods to be supplied in terms of this order will be subject to inspection and/or expediting. An appointed PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED inspector/expeditor/purchaser shall have access at all reasonable times to the premises of the Supplier for the purpose of such inspection and/or expediting and shall be given access to any relevant documentation, excepting priced orders, necessary to fulfil said representative's function.

Discrepancies

Should any discrepancy or ambiguity arise in relation to the goods to be supplied against this order, it shall be referred to PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED for resolution thereof. PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED shall not be liable for any additional cost resulting from abortive or wasted work arising prior to the discovery of such discrepancies or ambiguity.

Quality and Guarantee

All goods shall be new, of the best quality and suitable for the purpose of which they are required, and if a specification is part of the order, shall be in strict conformity with such specification. Supplier shall guarantee the goods from all defects for 18 months from delivery, or 12 months from commissioning, whichever shall occur first.

Delivery

Supplier shall deliver the goods to the designated delivery point, not later than the stated delivery date, unless such date is altered by PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED, and actually agreed upon with the Supplier.

Consignment

Supplier shall adequately and properly pack the goods for transit. The packaging shall clearly state the project identifications, where applicable, the order number, and destination.

Drawings and Manuals

Delivery shall not be deemed to be complete until any manuals and/or drawings required to be supplied in terms of the order have been delivered to and accepted by PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED.

Force Majeure (Via Major)

Neither the PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED nor the Supplier shall be liable for failure to perform in the event such failure is caused by force majeure. Force majeure shall include,

but is not limited to war, riots, civil commotions, natural physical disaster, strike or industrial action by Suppliers employees, action by government or public authority.

Notice of occurrence of force majeure shall be passed by the effected party to the other party as soon as possible, with details of the likely effect.

Termination

Should PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED so wish, it shall have the right to terminate the order in whole or part, by written notice to the Supplier. On receipt of such notice the Supplier shall immediately cease all work in connection with the order.

Breach

If in the opinion of PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED the Supplier breaches any of the terms and conditions of the order then PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED shall advise the Supplier in writing of such breach and instruct Supplier to commence to remedy such breach within 3 days of said notice. Should the supplier fail to so commence to remedy, then PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED shall be entitled, without prejudice to any other rights PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED may have in law, to cancel the order in whole or part or to demand specific performance.

Insolvency and Death

If the Supplier, being an individual, dies or is sequestrated, finally or provisionally, or being a company is placed in liquidation or under judicial management, either finally or provisionally, then the Order shall be considered to be defaulted, the PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED shall be entitled without prejudice to any of its rights in law, to cancel the order in full or in respect to goods not yet supplied, without incurring any liability to the Supplier.

Confidentiality

All details of this order, and the relevant project as a whole, shall be considered as confidential, and shall not be imparted to any third party in any form whatsoever without prior written authority of PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED, excepting that any necessary informatics required by a third party for execution of the order may be imparted.

Indulgences

No indulgences by PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED in respect to any part of the orders shall release the Supplier of its obligations in terms of the order, or constitute a waiver of PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED's rights.

Whole Agreement

This order constitutes the whole agreement between the Supplier and PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED and no modifications shall be valid or binding unless issued as an amendment to the order.

Sub-Contractors

All terms and conditions of the order shall be part of any agreement between the Supplier and his sub-contractors, and shall be landing thereon.

Applicable Law

The agreement resulting from acceptance of this order shall be governed and construed in accordance with the laws of the RSA.

Jurisdiction Either Party can at any time obtain relief from a Court of competent jurisdiction within the Republic of South Africa.

Patent Rights

The Seller hereby agrees that PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED has the free right to maintain, repair or replace any broken or worn part of any patented article supplied by the Seller to PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED. The Seller shall indemnify PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED against any claim made for infringement of patent rights.

Ethical Conduct

PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED Ltd. requires all suppliers, contractors and consultants to act ethically, act in good faith and to comply with the spirit of PROFESSIONAL PROVIDENT SOCIETY INSURANCE COMPANY LIMITED's Employee and Business Ethics policy.