



South African Reserve Bank

TERMS AND CONDITIONS OF PURCHASE ORDER GOODS AND SERVICES

1 Definitions:

In these terms and conditions:

- 1.1 "Agreement" means the agreement for the supply of the Goods and/or the rendering of the Services governed by these terms and conditions, the terms set out in the Purchase Order Form as well as the terms and conditions set out in the annexure identified on the Purchase Order Form (if any);
- 1.2 "Bank" means the South African Reserve Bank;
- 1.3 "Goods" means the movable goods described on the Purchase Order Form to be supplied by the Supplier to the Bank;
- 1.4 "Order" means the Bank's order of the Goods and/or the Services set out on the Purchase Order Form, which has been accepted by the Supplier;
- 1.5 "Purchase Order Form" means the official purchase order document to which these terms and conditions are attached;
- 1.6 "Services" means the services described on the Purchase Order Form and/or the annexure hereto (if applicable) to be rendered by the Supplier to the Bank;
- 1.7 "Supplier" means the natural person or legal entity described on the Purchase Order Form.

2 Applicability:

- 2.1 The supply of the Goods, and/or the rendering of the Services, by the Supplier to the Bank in terms of the Order shall be governed by, and shall be subject to, these terms and conditions, the terms set out in the Purchase Order Form as well as the terms set out in the annexure identified on the Purchase Order Form (if any).
- 2.2 If there is a conflict between these terms and conditions and the terms set out in the Purchase Order Form, and/or the terms set out in the annexure identified on the Purchase Order Form (if any), then these terms and conditions shall prevail.
- 2.3 Any terms and conditions of the Supplier shall not apply and accordingly shall be of no force and effect, unless the Bank has agreed to them, or to any part thereof, expressly and in writing.

3 Delivery, Installation and Address:

- 3.1 The Supplier shall deliver the Goods to, and/or render the Services at, the Bank's physical delivery address specified on the Purchase Order Form. If a date of delivery of the Goods and/or rendering of the Services is specified on the Purchase Order Form, the Goods shall be delivered and/or the Services shall be rendered on or before that date. Should no date be specified on the Purchase Order Form, the Order shall be executed promptly and within a reasonable time. It is recorded and agreed that time is, nevertheless, of the essence in respect of the Order.
- 3.2 The Supplier shall not be entitled to give, and the Bank shall not be obliged to take, partial or late delivery of the Goods and/or rendering of the Services.
- 3.3 In the event that the Supplier supplies and installs Goods which include or constitute equipment, the Supplier shall also test and commission the equipment and certify successful testing and commissioning. The date of such certification shall be deemed the "delivery date" contemplated in 9.
- 3.4 The Supplier hereby chooses its registered address (if the Supplier is a legal entity) or his/her residential address (if the Supplier is a natural person) as its/his/her *domicilium citandi et executandi* for all purposes under this Agreement.

4 Price, Invoice and Payments:

- 4.1 The Supplier shall issue to the Bank a tax invoice quoting the order number specified on the Purchase Order Form. The Supplier shall only be entitled to issue a tax invoice to the Bank on or after due and proper delivery of the Goods and/or rendering of the Services, unless otherwise agreed expressly and in writing by the Bank.
- 4.2 The purchase price indicated on the Purchase Order Form includes VAT at 14 %, or such rate as may be applicable from time to time.
- 4.3 Variations between exchange rates ruling at the time of acceptance of the Order and the time of delivery of the Goods and/or rendering of the Services shall be at the Supplier's own risk. The Bank shall pay the fixed purchase price as indicated on the Purchase Order Form and shall not be liable for any other costs whatsoever and howsoever arising.
- 4.4 Payment will, subject to the further provisions hereof, be due by the Bank to the Supplier within 30 days of receipt of the Supplier's tax invoice.

5 Specifications:

The Goods and/or Services shall comply with the specifications as indicated on the Purchase Order Form and/or the annexure hereto (if applicable). All specifications and/or instructions supplied by the Bank to the Supplier or by the Supplier to the Bank shall remain the property of the Bank. The Supplier shall only use or copy such specifications and/or instructions to the extent necessary to enable the Supplier to execute the Order. The Supplier undertakes to keep all specifications and/or instructions confidential and shall not allow any third party to have access thereto without the Bank's prior written consent.



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6 Warranties:

- 6.1 The Supplier warrants that the Goods supplied and/or the Services rendered shall be:
- 6.1.1 strictly in accordance with what is specified on the Purchase Order Form;
 - 6.1.2 fit and suitable for the purpose intended;
 - 6.1.3 in good working condition on the date of delivery to the Bank (Goods only); and
 - 6.1.4 free from defects in material and workmanship for a period of twelve months after delivery and/or rendering thereof ("Warranty Period").
- 6.2 The Supplier furthermore warrants that it has the necessary expertise, experience, resources and infrastructure to render the Services in a professional manner and to an industry-norm standard.
- 6.3 These warranties are in addition to any other express, implied and/or statutory warranties applicable to the Goods and/or Services, and if any such warranty includes a warranty period which is longer than the period referred to in 6.1.4, the definition "Warranty Period" in 6.1.4 includes such longer period.

7 Rejection of Goods and/or Services and Remedying of Defects:

- 7.1 If the Goods supplied and/or the Services rendered, or any part thereof, do not comply with this Agreement, the Bank shall be entitled (but not obliged) to reject the Goods and/or the Services at any time within a period of three months after delivery and/or rendering thereof, and to claim any damages suffered by the Bank from the Supplier.
- 7.2 The Supplier shall, subject to the provisions of 9.2, remove rejected Goods from the place of delivery of such Goods within 36 hours after the Bank has informed the Supplier in writing that the Goods have been rejected.
- 7.3 All costs incurred by the Supplier resulting from the rejection of the Goods and/or Services by the Bank in terms of 7.1 shall be for the Supplier's account.
- 7.4 Failure to reject the Goods and/or Services within the period referred to in 7.1 shall be deemed to be acceptance by the Bank of the Goods and/or Services.
- 7.5 Any payment by the Bank under this Agreement shall not be construed as acceptance by the Bank of any Goods and/or Services delivered and/or rendered to the Bank.
- 7.6 Acceptance of the Goods and/or Services shall not relieve the Supplier of its warranty obligations or liability for latent defects,
- 7.7 The Supplier shall upon request by the Bank promptly remedy any defects in the Goods and/or Services at its own cost which arise during the Warranty Period.
- 7.8 Should it become necessary to replace or renew defective parts of the Goods, such parts shall likewise be subject to the Warranty Period as set forth in 6.1.4 from the date of replacement or renewal of the defective parts.

8 Subcontractors:

- 8.1 The Supplier shall not cede any of its rights or delegate any of its obligations under this Agreement without the Bank's prior written consent.
- 8.2 Subject to 8.1, if the Supplier is unable to supply the Goods and/or render the Services and subcontracts the execution of the Order to a third party, the Supplier shall ensure that the subcontractor complies fully with these terms and conditions, provided however that the Supplier shall remain fully responsible for the due and proper fulfillment of the Order on these terms and conditions.
- 8.3 The Bank may at its sole and absolute discretion pay the Supplier or any subcontractor who executed any portion of the Order and the amount paid to any such subcontractor by the Bank shall be deducted from any amount due by the Bank to the Supplier.
- 8.4 Nothing in this 8 shall be construed as placing an obligation on the Bank to pay any subcontractor of the Supplier.

9 Ownership and Risk (Goods only):

- 9.1 Ownership in the Goods shall pass to the Bank upon delivery of or payment for the Goods, whichever occurs earlier, provided that no such passing of ownership shall affect or alter any of the Bank's rights to reject the Goods or any part thereof in accordance with the provisions hereof.
- 9.2 Notwithstanding the provisions of 9.1, the risk in the Goods shall pass to the Bank on delivery thereof to the Bank in accordance with the provisions hereof, provided however that rejected Goods shall be held by the Bank at the risk of the Supplier who, before such Goods are released to the Supplier, shall refund the purchase price of such Goods paid by the Bank to the Supplier and all charges incurred by the Bank in respect thereof.

10 Permits, Tests and Packaging (Goods only):

- 10.1 If the Goods are being imported from beyond the borders of the Republic of South Africa, the Supplier shall obtain and maintain all necessary permits to export the Goods from the country of origin and to import the goods into the Republic of South Africa, at the Supplier's cost. The Supplier shall provide the Bank with copies of all such documents upon request thereof. The Supplier shall furthermore be responsible for all costs relating to import clearance, import duties and taxes, delivery and insurance of such goods.
- 10.2 Should the Bank require any tests to be conducted to prove the performance level of the Goods, the Supplier shall promptly conduct such tests as may be reasonable to prove the performance level of the Goods.
- 10.3 All documents, cases, crates, packages and the like shall be clearly marked or labeled with the order number specified on the Purchase Order Form and all Goods shall be appropriately packaged so as to prevent damage to the Goods. All such packaging shall



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become the property of the Bank upon delivery thereof.

11 Discrepancies in Documentation and Right of Inspection:

- 11.1 Should there be any discrepancy in description, dimension or quantities in the Order and any other specification or document relating to the Order, the Supplier shall promptly refer such discrepancy to the Bank for clarification before proceeding to execute the Order or the part thereof in respect of which the discrepancy exists.
- 11.2 All work performed in connection with the Order is subject to inspection and testing by the Bank's representatives during the course of manufacture or upon completion.

12 Compliance with laws (Services only):

- 12.1 The Supplier warrants that it shall comply with all applicable legislation pertaining to the Services to be rendered in terms hereof and that it is familiar with all applicable legislation and codes of conduct having any material bearing on the Services to be rendered.
- 12.2 The Supplier furthermore warrants that it is a member of all professional and other bodies as may be required by all applicable legislation and/or relevant industry pertaining to the Services and that such membership is current and valid.

13 Occupational Health and Safety Act (Services only):

- 13.1 The Supplier undertakes to adhere to the Occupational Health and Safety Act, 85 of 1993, as amended ("OHS Act"), in respect of safe working conditions.
- 13.2 The Supplier, as an employer in its own right, hereby accepts responsibility for the safety of its own personnel, as well as all other parties that could be affected by the Services rendered by the Supplier, as envisaged by section 37(2) of the OHS Act.

14 Insurance (Services only):

- 14.1 The Supplier shall obtain and maintain for the duration of this Agreement at its cost appropriate insurance cover with appropriate loss limits for this Agreement, including any insurance as may be required by law.
- 14.2 The Supplier shall provide the Bank with proof of such insurance cover upon request by the Bank.

15 Security requirements (Services only):

- 15.1 The Supplier acknowledges that the engagement of the Supplier's personnel to provide the Services is subject to their satisfactory security clearance by the Bank.
- 15.2 The Bank will supply the proposed personnel with temporary access cards, and the Supplier shall ensure that its personnel clearly display such temporary access cards whilst on the Bank's premises.
- 15.3 The Supplier shall ensure that its personnel comply with all security related instructions issued by or on behalf of the Bank while such personnel are on the Bank's premises.
- 15.4 The Supplier acknowledges and accepts that the Bank may at any time, and at its sole discretion, requires it to remove any specific personnel from the Bank's premises.
- 15.5 The Supplier acknowledges and accepts the right of the Bank to search the Supplier's personnel and their baggage at any time while such personnel are on the Bank's premises.
- 15.6 The Bank's security personnel will screen all equipment brought onto the Bank's premises by the Supplier or its personnel.
- 15.7 No photographic or electronic records or images of the Bank's premises may be taken without the prior written consent of the Bank. If such consent is granted, all photographs and other images will be taken under the direct supervision of an authorised representative of the Bank.
- 15.8 A Supplier rendering security services and/or design and related services on rational fire design shall be required to be registered with the Private Security Industry Regulatory Authority.

16 Confidentiality obligations:

- 16.1 The Supplier acknowledges that the Bank is a National Key Point in terms of the National Key Points Act, 102 of 1980, and that the Bank can suffer irreparable harm should confidential information of the Bank be disclosed.
- 16.2 The Supplier accordingly agrees to hold all information, in whatever format, obtained by it from the Bank or supplied to it by the Bank, strictly confidential and not to use nor disclose such information save for the purpose of the proper performance of the Agreement or with the prior written consent of the Bank.
- 16.3 Where disclosure is made to any employee, contractor or agent of the Supplier, the Supplier shall procure that any such employee, contractor or agent complies with the obligations of confidentiality under this clause. The Supplier shall be responsible to the Bank in respect of any disclosure or use of such information by a person to whom disclosure is made.
- 16.4 The obligations of confidentiality under this clause shall not apply to information which the Supplier can show:
 - (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these clause; or
 - (b) was in its possession prior to the date the Supplier entered into the Agreement;
 - (c) was independently disclosed to it by a third party entitled to disclose the same; or



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(d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

16.5 The obligations of confidentiality under this clause shall endure in perpetuity notwithstanding the termination or expiration of the Agreement for whatever reason.

17 Indemnity:

The Supplier agrees to indemnify and hold harmless the Bank against all claims, losses and damages arising from the Supplier's negligence or wrongful act or omission.

18 General:

18.1 If the Supplier breaches any provision of the Agreement, the Bank may forthwith withhold payment to the Supplier, cancel the Agreement and claim such damages as it may suffer as a result of such breach, without prejudice to any other rights of the Bank.

18.2 The Bank may at any time suspend or cancel part of or all of the Order by written notice to the Supplier and the Supplier shall not, save as provided for herein, have any claim against the Bank arising from such cancellation or suspension. Should the Bank cancel or suspend the Order, the Supplier and the Bank shall agree on any payments to be made to the Supplier for any part of the Order executed before cancellation or suspension.

18.3 No indulgence or relaxation of any provision of these terms and conditions by the Bank shall constitute a waiver of right by the Bank.

18.4 The Supplier shall pay all legal costs, as between attorney and own client, incurred by the Bank as a result of a breach hereof by the Supplier.

18.5 Notwithstanding anything to the contrary contained in this Agreement, no party hereto shall be liable to the other for any indirect or consequential loss or damage, whether arising from negligence or breach of contract.

18.6 This Agreement shall be governed by the laws of the Republic of South Africa.

18.7 This Agreement constitute the sole record of the agreement between the Supplier and the Bank as to the subject matter hereof and neither of them shall, subject to 6, be bound by any undertakings, representations, warranties, promises or the like not recorded therein.

18.8 No variation or addition to the provisions of this Agreement, including this clause, shall be binding unless in writing and signed by the Bank and the Supplier.

The provisions of these terms and conditions are severable and the invalidity of any one or more of such provisions shall in no way affect the validity of the remaining provisions.