



Singita Management Company

SUPPLIER - TRADE & SERVICE LEVEL AGREEMENT

1. PREAMBLE

Due to the intricate nature of our business model, Singita is required to manage both Customer perception and expectation up-front in the relationship between Customer and each Supplier.

To this end, Suppliers are requested to engage with Singita in a professional manner to ensure that all agreed terms are strictly adhered to. Suppliers must comply with prescribed delivery plans; they must submit invoices timeously, and they must guarantee that all information on the ordering system, including pricing, be kept up to date. We look forward to a mutually beneficial relationship.

2. SUPPLIER DETAILS AND AGREED TRADING TERMS

Registered Name: _____

Trading Name: _____

Reg. No: _____

Vat Reg. No: _____

CONTACT INFORMATION:

Physical Address: _____

Postal Address: _____

Tel No: _____

Fax No: _____

Mobile No 1: _____

Email 1: _____

Mobile No 2: _____

Email 2: _____

Accounts contact: _____

Tel No: _____

BANKING INFORMATION:

Bank: _____

Branch: _____

Code: _____

Acc. No: _____

OPERATIONAL INFORMATION:

Operating System: _____

Account Package: _____

TRADING TERMS:

Period: _____

Delivery & Lead Time: _____

Rebate: _____

Settlement Discount: _____

Advertising: _____

Other Terms: _____

GENERAL CONDITIONS OF PURCHASE

The clause headings are for convenience of reference only and shall not affect the interpretation of the agreement as a whole or have any effect on any order.

3. DEFINITIONS

Unless inconsistent with the context or otherwise specified all terms and expressions importing the singular shall include the plural and vice versa. For the purposes of the order the meaning of the following terms and expressions shall be as stated:

- 3.1 "air delivery" shall mean the handing of goods to a registered carrier for dispatch by airfreight;
- 3.2 "Singita" shall mean Singita Management Company (Pty) Ltd;
- 3.3 "days" shall mean calendar days;
- 3.4 "EDI" shall mean electronic data interchange;
- 3.5 "EFT" shall mean electronic funds transfer;
- 3.6 "goods" shall mean the items (perishable or non-perishable), consumables, equipment, services, material and/or any other goods or services contracted for, as specified in the order. All goods shall be new and not second-hand, unless otherwise stipulated in the order;
- 3.7 "month" shall mean a calendar month;
- 3.8 "order" shall mean the contents of the Purchaser's order and all documents thereto, the specification and all schedules/drawings thereto, and any other drawings relating to the Purchaser's order which drawings are approved by the Purchaser, subject to the agreed and/or standard terms and conditions applicable thereto, whether as set out in standard terms and conditions or as contained in any quotation issued by the Supplier to the Member. No other terms, conditions and/or prices, stated or implied, which may be contained in any tender/quotation or in any written or verbal acknowledgment of, or reference to the order, or in any packing slip/waybill/consignment note/tax invoice/statement relating to the order, shall apply, notwithstanding any signature thereto or other express or implied confirmation thereof by any person purporting to act on behalf of the Purchaser, unless expressly agreed thereto in writing;
- 3.9 "official order modification" shall mean a written modification to the order signed by the Purchaser;
- 3.10 "payee" shall mean the party to which payment for goods supplied in terms of the order shall be made, which party shall, unless otherwise stipulated in the order, be the Supplier;
- 3.11 "postal delivery" shall mean the handing of goods to a recognised carrier for dispatch by parcel post;
- 3.12 "Purchaser" shall mean Singita, by or on behalf of its Members, which shall issue an order in terms of 3.8 to the Supplier;
- 3.13 "rail delivery" shall mean the placing of goods on rail for dispatch;
- 3.14 "road delivery" shall mean the delivery of goods by road transport to the receiving depot/s of the Purchaser as stipulated in the order;

3.15 "specification" shall be defined in the order and shall mean the quality, description and where stated the brand name of the goods, which brand name shall be indelibly and legibly stamped /embossed on the goods and or the containers in which the goods are packed by the manufacturer. Where there is no specification defined in the order, it is understood and agreed that:

3.15.1 all materials used in the manufacture of the goods shall be of a quality, composition and strength suitable for the purpose for which they are required;

3.15.2 the finish shall be of a standard commensurate with the quality of the goods;

3.15.3 all technicians, artisans and other labour employed shall be adequately qualified to undertake any work which may be required in the manufacture of the goods.

3.16 "Supplier" shall mean the Supplier as set out in 2 above;

3.17 "writing" shall mean any typewritten, printed or hand-written document, and shall include telegrams, facsimiles, electronic mail, and EDI messages.

4. ORDERS

4.1 The Purchaser shall place an order on the Supplier, which shall be delivered by one of the following preferred methods:

Email Address: _____

4.2 The Official Singita Purchase Order shall include:

4.2.1 A Unique Purchase Order Number;

4.2.2 Order Date;

4.2.3 Delivery Date required;

4.2.4 Delivery Address;

4.2.5 Order details, including but not limited to item code, item description, and any required specifications/schedules/drawings of the equipment, service or material being contracted for, the contracted price and quantity;

4.2.6 Any other specific order requirements, including but not limited to discount or rebate applicable to the order.

4.3 Any subsequent official order modification shall be notified to the Supplier by the Purchaser in the same manner in which the order was placed.

5. ORDER ACCEPTANCE

- 5.1 Notwithstanding any reference in the order to the Supplier's tender/quotation, it is understood and agreed that the delivery of goods against the order shall be deemed to signify the Supplier's unconditional acceptance of the terms, conditions and prices set out in the order. No other terms/conditions and/or prices, stated or implied, which may be contained in any tender/quotation or in any written or verbal acknowledgment of, or reference to the order or in any packing slip/waybill/consignment note/tax invoice/statement relating to the order, shall apply, notwithstanding any signature thereto or other express or implied confirmation thereof by any person purporting to act on behalf of the Purchaser, unless expressly agreed thereto in writing and signed by the Purchaser.
- 5.2 In the event that the Supplier requires that any of the terms of the order be amended or qualified, it shall be required to notify the Purchaser of such required amendments, and to obtain the Purchaser's official order modification before completing the contract and delivering the goods.

6. PRICE ADJUSTMENTS

- 6.1 Unless otherwise stipulated in the order, all prices shall be deemed to be firm and inclusive of the cost of delivery to the Purchaser, it being understood and agreed that:

6.1.1 where the prices in the order are stated to be subject to adjustment; or

6.1.2 where the goods covered by the order are to be imported and an adjustment to the prices in the order (not occasioned by fault or negligence on the part of the Supplier) is necessitated by variations in the rate of exchange between the currency of the country of manufacture and South African currency, ocean/air freight charges and insurances, customs clearing charges and/or where applicable South African customs duties;

any claim for price adjustments shall be submitted, prior to delivery of the goods, to the Purchaser and shall be supported by such documentary evidence as may be required by the Purchaser. No price adjustments shall be effective until accepted in writing by means of an official order modification.

- 6.2 Notwithstanding the provisions of clause 6.1, the Purchaser shall have the right to reject any proposed price adjustments and instead, in its sole discretion, to cancel the order forthwith without payment of any compensation to the Supplier for any damages whatsoever including loss of business and or profits resulting from such cancellation.
- 6.3 Cancellation in terms of this clause shall be confirmed by means of an official order modification.
- 6.4 Any price adjustments must be advised with a minimum of 30 calendar day's written notice

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 By acceptance of the order the Supplier indemnifies and shall keep indemnified the Purchaser against all losses and costs (including legal costs as between attorney and client) and all other expenses whatsoever that the Purchaser may incur as a result of any action, proceeding or claim made against the Purchaser arising from the acquisition, use, reproduction or adaptation of the goods or of any process associated therewith, or of any documents appertaining to the goods, constituting an infringement of any patent rights, registered designs, registered trademarks, copyright or other protected rights in respect of the goods.

- 7.2 This indemnity shall extend also to all losses, costs and expenses as aforesaid incurred by the Purchaser in the event that the goods, or any part thereof, or any process, or any design, trademark, copyright, or documents appertaining to or in any way whatsoever associated with the goods or any part thereof, or the process, become the subject of an interdict or other process of law depriving the Purchaser of the rights of possession, use, reproduction, or adaptation, or of any right to benefit there from.
- 7.3 This indemnity shall not apply to any infringement which is due to the Supplier having followed, in its entirety, a design as stipulated by the Purchaser and which design was not at the time of delivery of goods by the Supplier known by the Supplier to be an unauthorised infringement of patent or other protected rights as aforesaid, nor shall this indemnity apply to the possession, use, reproduction or adaptation of the goods and/or any process, and of any rights to benefit there from, in a foreign country not specified by the Purchaser or not disclosed to the Supplier.
- 7.4 It is a condition of this indemnity that the Purchaser shall promptly give the Supplier notice of any action, proceeding, claim or threat instituted or made against it. Immediately after the giving of such notice the Purchaser and the Supplier shall consult each other concerning the subject of the notice and the Purchaser may at their option decide to:
- 7.4.1 permit the Supplier at the latter's own expense to conduct any litigation that may ensue and any negotiations for a settlement of such litigation or claim, with the proviso that the Supplier shall keep the Purchaser informed of all steps that are taken and of the outcome; or
 - 7.4.2 conduct any litigation that may ensue and all negotiations for a settlement in consultation with the Supplier, in which event the Supplier shall be liable for all reasonable costs associated therewith and shall be liable for the amount settled on.
- 7.5 In connection with and for the purposes of the order, the Supplier is deemed to have authorised the Purchaser to reproduce, directly or indirectly, in any manner or form, and/or make adaptations of, all drawings or three-dimensional or other reproductions thereof (which shall be furnished on demand), specifications, manuals and instruction books or sheets, and all other works in which copyright subsists, which are furnished by the Supplier to the Purchaser, and to authorise others so to do.
- 7.6 The manufacturer/Supplier shall immediately inform the Purchaser of any claims or threats made against the Supplier in respect of the infringement of patents or other rights arising from the supply or manufacture of the goods by the Supplier.
- 7.7 The manufacturer/Supplier hereby grants to the Purchaser the right to incorporate the part numbers relating to the products and parts therefor, in their catalogue systems, and to reproduce the part numbers, in whole or in part, for any purpose and, in particular, for procuring such products or parts.
- 8. PACKING AND CONTAINERS**
- 8.1 All goods shall be adequately and securely packed in such a manner as to prevent damage in transit. Due to the nature of our business goods are often transported on dust roads.
- 8.2 The prices shall include the cost of all packing materials and containers which shall be and remain the property of the Purchaser, unless otherwise stipulated in the order. To align with sustainable One Planet Living and Singita procurement policies we prefer the Supplier to use Sustainable and Eco-Friendly Packaging; and to avoid polystyrene and plastic packaging wherever possible.

- 8.3 The Supplier shall identify each and every package, bundle, bag, carton, container or article by means of either suitable labels securely attached thereto or indelible painting thereon, with the following information:
- 8.3.1 description of goods;
 - 8.3.2 name of Supplier;
 - 8.3.3 name of Purchaser;
 - 8.3.4 Purchase order number.
- 8.4 All goods that are a hazardous substance shall be identified in accordance with the provisions of clause 21.
- 8.5 Packaging will be complete and intact at delivery, any broken packaging will be checked and noted as on the P.O.D/invoice:
- 8.5.1 such damaged goods will be returned at the sole cost of the Supplier;
 - 8.5.2 the Supplier will ensure that such damaged goods are replaced and returned within 24 hours, unless otherwise negotiated and put in writing with an order deviation by the Purchaser.

9. DELIVERIES

- 9.1 In the event of the Purchaser requiring delivery by a method other than that which may be stipulated in the order, any additional costs so incurred shall be for the account of the Purchaser. If, however, such alternative method of delivery is necessitated by failure on the part of the Supplier to effect delivery within the period stated in the order (due to any circumstances other than those set out in 16), then the provisions of 15.9 shall apply.
- 9.2 Where goods are delivered to the Purchaser, and/or empty containers are collected from the Purchaser, by means of road delivery:
- 9.2.1 it shall be incumbent upon the Supplier to ensure that the necessary permit in terms of Act No. 74 of 1977 as amended is held by the Supplier or where applicable by the road hauler employed for this purpose, and the Supplier indemnifies the Purchaser against any loss suffered (including confiscation of the goods and/or empty containers) under the said act;
 - 9.2.2 the Supplier shall be responsible for all costs arising from damage to property and/or injury to persons caused by the personnel and/or transport vehicles engaged in and upon the transportation of the goods and/or empty containers, irrespective of whether such damage and/or injury is caused within the boundaries of the areas owned, leased or occupied by the Purchaser or outside of such boundaries, and the Supplier indemnifies the Purchaser against any claims which might be made against the Purchaser in respect of such damage and/or injury;
 - 9.2.3 such deliveries and/or collection of empty containers shall be effected during the normal working hours of the Purchaser, except where otherwise stipulated in the purchase order or where special arrangements regarding such delivery and/or collection are made between the Supplier and the Purchaser;
 - 9.2.4 such deliveries shall be made by the Supplier direct to such off-loading points as indicated in the order and it shall be incumbent upon the Supplier to provide the necessary labour for the off-loading of such goods;

9.2.5 the Supplier's personnel engaged in the delivery of goods shall be covered under the provisions of the Compensation for Injuries and Diseases Act and Regulations No. 130 of 1993 as amended and the Supplier does hereby formally indemnify against any claim or claims which may be made against the Purchaser as a result of the death or injury to or illness contracted by any of the Supplier's personnel.

9.3 Where provision is made in the order for road delivery it is understood and agreed that should the Road Transportation Act No. 74 of 1977 as amended be further amended so as to preclude road delivery, the alternative methods of delivery and any consequent price adjustments shall be the subject of discussion between the Supplier and the Purchaser. Should the Supplier and the Purchaser be unable to reach agreement regarding the alternative methods of delivery and any consequent price adjustments the Purchaser shall have the right to cancel and determine the order forthwith without payment of any compensation to the Supplier for any damages whatsoever including loss of business and/or profits resulting from such cancellation.

9.4 Cancellation in terms of this clause 9 shall be confirmed by means of an official order modification.

9.5 If applicable scheduled Standing deliveries from the Supplier shall be on the following day/s and by 16.00 HRS if orders are submitted on time by the Purchaser, unless otherwise is arranged with or requested by the Purchaser

10. LOSS OR DAMAGE

10.1 Irrespective of whether the price basis of the order is inclusive or exclusive of delivery to the destination of the Purchaser and irrespective of whether the Supplier is required to consign goods carriage forward or to prepay delivery charges and debit the account of the Purchaser, all goods shall nevertheless be and remain at the sole risk of the Supplier and the Supplier shall bear any and all costs whatsoever arising from or in respect of all losses, damages and/or destruction to the goods until such time as the goods have been received by the Purchaser and signed for on behalf of the Purchaser (it being understood and agreed that goods so signed for shall be deemed to have been accepted only as regards the number and outward condition of packages/bundles/bags/cartons/containers/articles, and shall nevertheless remain liable to subsequent rejection) and the Supplier alone shall be responsible for and shall make any and all claims in respect of such losses, damages and/or destruction and the Purchaser shall if so requested give to the Supplier cession of action.

10.2 Goods delivered in bulk shall be and remain at the sole risk of the Supplier until such time as the goods have been discharged from the Supplier's bulk road tanker into the bulk storage equipment at the Purchaser. The Supplier shall be responsible for connecting up the delivery hoses to the bulk storage equipment and for discharging the goods into the bulk storage equipment.

11. TAX INVOICES AND STATEMENTS

11.1 Tax invoices must accompany every delivery and shall include the following information:

11.1.1 Purchase order number;

11.1.2 the Purchaser's stock code, where specified in the order;

11.1.3 nett and gross mass when necessary;

11.1.4 number of bags, cartons or other containers where goods are supplied in such.

11.1.5 Company details provided on Purchase Order as follows:
Singita Management Company (Pty) Ltd.
VAT No: 4350229128
Address - 2 Kruger Road, Strijdom Park, Randburg, Johannesburg

- 11.2 Tax invoices complying with the requirements of Section 20 of the Value-Added Tax Act and Regulations No. 89 of 1991 as amended must be submitted to the Purchaser as set out in 11.1.
- 11.3 Should the Supplier's invoice not clearly state the Purchaser's order number and/or authorisation number (where appropriate) the same will be deemed not to have been ordered by the Purchaser and the Purchaser shall at its sole discretion accept or reject such invoice.
- 11.4 Accounts shall be made up monthly at the close of business on the last working day of each month and monthly statements recording the total amount due at that date shall be forwarded so as to reach the Purchaser by not later than the 5th day of the following month.
- 11.5 Settlements and discounts are to be deducted by Singita monthly off the statement balance.
- 11.6 Rebates if applicable will be paid out to Singita under negotiation either annually, quarterly, or monthly.

12. PAYMENT

- 12.1 Provided that valid tax invoices and statements are received as set out in 11 above, payment for goods accepted by the Purchaser shall, without prejudice to the rights of the Purchaser under any of the terms and conditions of the order or in law, be made to the payee in South African currency within the agreed terms of payment between the Purchaser and the Supplier.
- 12.2 The Supplier may not cede or assign the right to receive payment for goods supplied in terms of the order without the consent in writing of the Purchaser first being obtained. The Purchaser shall not be bound to give such consent but may withhold same within reason, or grant such consent subject to such cession of payments in no way affecting the duties and obligations of the Supplier in terms of the order, and subject to such other terms and stipulations as the Purchaser may, in the Purchaser's absolute discretion, deem fit.
- 12.3 The Purchaser and the Supplier shall agree upon the most suitable method of payment, which, shall be either in cash or by cheque or by EFT. Payment by EFT is preferred and, in such instances, Suppliers are requested to submit to the Purchaser banking details to facilitate payment.
- 12.4 Should the Purchaser and the Supplier agree upon payment being made in cash, the Purchaser will have fully and effectively discharged its obligation to make payment to the Supplier once the Purchaser has delivered the cash to the Supplier.
- 12.5 Should the Purchaser and the Supplier agree upon payment being made by cheque the Supplier agrees that:
- 12.5.1 all cheques shall be deposited directly into the Supplier's account; or
- 12.5.2 collected by an authorized representative of the Supplier who shall provide positive identification.

- 12.6 Should the Purchaser and the Supplier agree upon payment being made by EFT, the Supplier agrees that:
- 12.6.1 the Supplier will provide the Purchaser with a duly completed "credit order instruction" form and attach a blank cancelled cheque from the Supplier to verify the information contained therein;
 - 12.6.2 the Purchaser on giving or causing to be given an instruction to its bankers to effect the transfer of the amount due to the Supplier, the Purchaser will have fully and effectively discharged its obligation to make such payment to the Supplier.
- 12.7 The Supplier indemnifies the Purchaser, its employees and agents against any claims of any nature which may be brought against any of them by any person or entity alleging non-payment of any amounts due to the Supplier, the delivery, collection or transfer of which has been effected in terms of 12.4, 12.5 or 12.6 as the case may be.
- 12.8 The Purchaser will have fully and effectively discharged its obligation to make payment to the Supplier once the Purchaser has transferred the amount due to the Supplier on the fifth (5) day of the month, and that such date will appear on the EFT payment confirmation, the Supplier will not hold the Purchaser responsible for any delay that may occur due to any banking operational delays in receiving said payments.

13. TRANSFER OF ORDER

The Supplier shall not cede, assign, transfer or sublet the order or any portion thereof without the consent in writing of the Purchaser first being obtained. The Purchaser shall not be bound to give such consent but may withhold same without assigning any reason therefor, or grant such consent subject to such terms and stipulations as the Purchaser may, in its absolute discretion, deem fit. Should such consent be given to the Supplier to sublet the order, it shall not relieve the Supplier from any liability or obligation under the order.

14. TESTS AND ANALYSES

14.1 The Purchaser shall have the right to arrange for tests and/or analyses of such of the goods delivered to the Purchaser as the Purchaser may deem necessary. Such tests and/or analyses shall be undertaken by a suitably qualified body. The costs of such tests and/or analyses shall initially be borne by the Purchaser but in the event of the tests and/or analyses proving that the goods do not comply with the specification the Purchaser shall, without prejudice to any of the Purchaser's other rights under the order and irrespective of any other remedy which might be available to the Purchaser under any of the provisions of the order or in law, be entitled to recover such costs from the Supplier.

14.2 There are stringent importation processes in place in Africa, where most of our lodges are situated. Due to this, we MAY require Test Reports / SADC / CoC and MSDS (document details below) for all products supplied to us, for our export to foreign lodges. Having this paperwork in order, ahead of shipment, means that we can buy your products and continue to use them at our Singita properties.

Were applicable we would require the below documentation prior to the goods being delivered to us and making final payment.

Document Required:

Test Reports = Are there to reduce risks, support commercialization, and prove the quality, safety and compliance of products and materials. They are principally used for commodities such as oil, petrochemicals, metals and minerals, or agricultural products; and consumer goods, including toys, textiles.

We require a test report for all products supplied to Singita for our foreign lodges. Products to be tested as per the UNECE regulation and the IEC standard. If products are manufactured in South Africa, we can also accept SABS certificates or ISO9000.

Electrical Certificate of Compliance (COC) = Is a document that verifies that the electrical installations such as the plugs, lights, DB's, geyser and wiring in a home comply with the legislated requirements as detailed in the Occupational Health and Safety Act.

We require an Electrical Certificate of Compliance for all electrical products supplied to Singita for our foreign lodges, these include fans, lamps, fridges, air-cons etc.

This is a SABS/ IEC / NRCS electrical safety compliance certificate, this is available for all imported & locally made electrical items. We will also require a test report to accompany the CoC.

Material Safety Data Sheet (MSDS) = Is a document that contains information on the potential hazards (health, fire, reactivity and environmental) and how to work safely with the chemical product.

We require Material Safety Data Sheet for all amenities / paints, toxic and flammable goods supplied to Singita for our foreign lodges.

SADC Form = Is a document issued by MCCI stating that the product being exported was indeed produced in a SADC country. South Africa is a SADC country.

We require a SADC form to be completed for all locally made products supplied to Singita for our foreign lodges. This is a one pager in which you will fill in Supplier and product details, you will need to stamp and sign these for us.

Please note that IF requested we would require documentation to be emailed prior to the goods being delivered to our warehouse and final payment being made.

Unfortunately, If the Supplier is unable to meet the above requirements, we may need to look into sourcing these items elsewhere. With importations challenges in Africa, we would need to partner with suppliers who are able and willing to work with us in meeting these requirements.

15. REMEDIES IN CASE OF DEFAULT IN PERFORMANCE

15.1 Should the Supplier deliver any goods which do not comply with the specification the Purchaser shall have the right to refuse to take delivery of, or after having taken delivery, to reject the said goods. In the event of such refusal or rejection the said goods shall be held by the Purchaser at the sole risk of the Supplier, and the Purchaser shall be entitled:

15.1.1 to retain the said goods if located in a security area as defined by the Purchaser and the Supplier alone shall be liable for and pay all costs of and incidental to such goods;

- 15.1.2 to require the Supplier to remove, and the Supplier shall remove, the said goods and the Supplier alone shall be liable for and shall pay all costs of and incidental to such removal, including demurrage; and, in the sole discretion of the Purchaser;
 - 15.1.3 to require the Supplier to replace, and the Supplier shall replace, the goods so refused or rejected with goods complying with the specification and the Supplier alone shall be liable for and shall pay all costs of and incidental to such replacement; or alternatively;
 - 15.1.4 to purchase from another source goods complying with the specification to replace the goods so refused or rejected, in which event the Purchaser shall be entitled to recover from the Supplier any amount by which the price so paid exceeds the price stated in the order, and all delivery costs shall be taken into account in assessing such excess. The Supplier shall in addition refund to the Purchaser the purchase price if paid, and all other costs incurred by the Purchaser in respect of the goods so refused or rejected.
- 15.2 Should any dispute arise as to whether or not goods refused or rejected by the Purchaser comply with the specification, the Supplier may within seven days of such refusal or rejection arrange for tests analyses to be undertaken by a suitably qualified body to be nominated by the Purchaser and the results of such tests and/or analyses shall be final and binding. The costs of such tests and/or analyses shall initially be borne by the Supplier but in the event of the tests and/or analyses proving that such goods do comply with the specification the Purchaser shall refund to the Supplier all costs incurred by the Supplier in respect of such tests and/or analyses. In the event of the Supplier, within seven days of such refusal or rejection, failing to arrange for such tests and/or analyses to be undertaken, the Supplier shall be bound by the provisions of 15.1.
- 15.3 Where goods are of a perishable nature or where goods are patently of a specification other than the order specification the Purchaser's decision shall be final and binding.
- 15.4 Acceptance by the Purchaser of any goods not complying with the specification shall not prejudice or affect the Purchaser's rights to refuse or reject any subsequent deliveries of goods not complying with the specification.
- 15.5 In the event of any latent defects manifesting themselves within a period of twelve months from the date on which goods are accepted by the Purchaser, the Purchaser shall give written notice to the Supplier that the Purchaser requires the Supplier to replace, and the Supplier shall replace, such defective goods; the Supplier alone shall be liable for and shall pay all costs of and incidental to such replacement.
- 15.6 Should any dispute arise as to whether or not latent defects are present in the goods the Supplier may within seven days of the date of receipt of such notice arrange for tests and/or analyses to be undertaken by a suitably qualified body to be nominated by the Purchaser and the results of such tests and/or analyses shall be final and binding. The costs of such tests and/or analyses shall initially be borne by the Supplier but in the event of the tests and/or analyses proving that latent defects are not present in the goods the Purchaser shall refund to the Supplier all costs incurred by the Supplier in respect of such tests and/or analyses. In the event of the Supplier, within seven days of the date of receipt of such notice, failing to arrange for such tests and/or analyses to be undertaken, the Supplier shall be bound to replace the goods in accordance with the provisions of 15.5.
- 15.7 Failure on the part of the Purchaser to implement the provisions of 15.5 or 15.6 in respect of particular goods in which latent defects are present shall not prejudice or affect the Purchaser's rights to implement the said provisions in the event of latent defects being present in other goods supplied in terms of the order.

- 15.8 In addition to the Purchaser's rights set out in 15.5, 15.6 and 15.7, the Purchaser shall have all other common law rights which it would otherwise have for latent defects in the goods, both with regard to the remedies available to it and with regard to the length of time that the Supplier remains liable for the latent defects.
- 15.9 The Supplier acknowledges that time is of the essence of the order and that should the delivery of the goods be delayed beyond the period stated in the order the Purchaser shall in its sole discretion, be entitled:
- 15.9.1 to extend the delivery period stated in the order to such extent as the Purchaser may deem fit, any such extension to the delivery period being authorised by means of an official order modification; and/or
 - 15.9.2 to require the Supplier to effect, and the Supplier shall effect, delivery by a method other than that stipulated in the order; any costs so incurred shall be for the account of the Supplier, provided that failure to deliver is not attributable to any of the circumstances set out in 16; or alternatively, and in the Purchaser's absolute discretion;
 - 15.9.3 to purchase the required quantity of goods from another source and provided that failure to deliver is not attributable to any other circumstances set out in 16, to recover from the Supplier any amount by which the price so paid exceeds the price stated in the order and all delivery costs shall be taken into account in assessing such excess.
- 15.10 Acceptance by the Purchaser of any goods in respect of which delivery has been delayed beyond the period stated in the order shall not prejudice or affect the Purchaser's rights to implement the provisions of 15.9 in the event of any subsequent deliveries of goods being delayed beyond the period stated in the order.
- 15.11 Any action by the Purchaser in terms of this 15 shall be without prejudice to any claims for damages which the Purchaser might have against the Supplier.
- 15.12 The provisions of this 15 and any action by the Purchaser in terms thereof shall not derogate from, or diminish, the rights of the Purchaser to implement the provisions of 17.

16. FORCE MAJEURE

- 16.1 Save as otherwise provided for in the order, the Purchaser and/or the Supplier shall be discharged from obligations in terms of the order and released from all liability in respect thereof, whether for damages or otherwise, during such time that the Purchaser and/or the Supplier are prevented from fulfilling obligations in terms of the order by reason of acts of God, strikes, riots, interference by civil or military authorities, compliance with governmental, provincial or municipal laws, regulations, requests or policy, inability to secure governmental, provincial or municipal permission, or any other circumstance beyond the control of the Purchaser and/or the Supplier without fault or negligence.
- 16.2 Should delivery of the goods be delayed beyond the period stated in the order, as a result of any of the circumstances set out in 16.1, the Purchaser shall, without prejudice to the Purchaser's rights under any of the provisions of the order or in law:
- 16.2.1 extend the delivery period stated in the order to such extent as the Purchaser may deem fit, provided that any extension to the delivery period shall be authorised by means of an official order modification; or alternatively,
 - 16.2.2 in the Purchaser's sole discretion, cancel the order forthwith without any liability for compensation to the Supplier for any damages whatsoever including loss of business and/or profits resulting from such cancellation.

16.3 It shall be incumbent upon the Purchaser or the Supplier whichever be so affected immediately to notify the other in writing of any inability to fulfil obligations in terms of the order by reason of any of the circumstances set out in this 16.

16.4 Cancellation in terms of this 16 shall be confirmed by means of an official order modification.

17. CANCELLATION OF ORDER

In the event of the Supplier (including any director / employee of the Supplier and, where applicable, including the Supplier's agents or distributors and any director/employee of such agents or distributors):

17.1 failing to deliver the required quantity of goods, provided that such failure is not attributable to any of the circumstances set out in 16; or

17.2 delivering, purporting or endeavouring to deliver any goods which do not comply with the specification; or

17.3 delivering or attempting to deliver short mass and/or measure or giving false mass and/or measure in the waybills and/or tax invoices rendered in terms of the order; or

17.4 committing any breach of any of the other terms and conditions of the order the Purchaser shall, without prejudice to any of the Purchaser's other rights under the order, and irrespective of any other remedy which might be available to the Purchaser under any of the provisions of the order or in law, be entitled:

17.4.1 forthwith to cancel the order and any other contract/s and/or undertaking/s in force between the Supplier and the Purchaser, without any payment for compensation to the Supplier for any damages whatsoever including loss of business and/or profits resulting from such cancellation; or alternatively, and in the Purchaser's sole discretion

17.4.2 to give written notice to the Supplier that the Purchaser requires such breach to be remedied. In the event of the Supplier, within seven days of the date of receipt of such notice, failing to remedy such breach and failing to furnish assurances acceptable to the Purchaser that such breach will not occur again, the Purchaser shall at the expiry of such period of seven days have the right to cancel the order and any other contract/s and/or undertaking/s in force between the Supplier and the Purchaser, without any payment for compensation to the Supplier for any damages whatsoever including loss of business and/or profits resulting from such cancellation.

17.5 In the event of:

17.5.1 the Supplier or the manufacturer of the goods being placed under liquidation, either provisionally or finally, whether voluntarily or compulsorily; or

17.5.2 the Supplier or the manufacturer of the goods being placed under judicial management, either provisionally or finally; or

17.5.3 the estate of the Supplier or the manufacturer of the goods being sequestrated, either provisionally or finally; or

17.5.4 the estate of the Supplier or the manufacturer of the goods being surrendered; or

- 17.5.5 the death of the Supplier or the manufacturer of the goods, whether the Supplier or the said manufacturer be an individual or a Supplier of a partnership or syndicate; or
- 17.5.6 a judgment in any competent court being given against the Supplier or the manufacturer of the goods which judgment is not satisfied within a period of fourteen days; or
- 17.5.7 the major portion of the assets of the Supplier or the manufacturer of the goods being disposed of, or the majority shareholding of the Supplier or the said manufacturer being transferred;

the Purchaser shall, without prejudice to any of its other rights under the order, and irrespective of any other remedy which might be available to the Purchaser under any of the provisions of the order or in law, be entitled forthwith to cancel the order and any other contract/s and/or undertaking/s in force between the Supplier and the Purchaser, without any liability for compensation to the Supplier for any damages whatsoever including loss of business and/or profits resulting from such cancellation.

- 17.6 Any action by the Purchaser in terms of this 17 shall be without prejudice to any claims for damages which the Purchaser might have against the Supplier.
- 17.7 Cancellation in terms of this 17 shall be confirmed by means of an official order modification.

18. DRAWINGS, TEST CERTIFICATES AND RELATED DOCUMENTS

Such drawings, test certificates and related documents as are stipulated in the order shall be forwarded to the Purchaser prior to delivery of the goods and under no circumstances should these documents be packed with the goods.

19. SECRECY

The Supplier shall not without prior approval of the Purchaser:

- 19.1 Publish, cause or permit to be published any article, story or other material having any reference whatsoever to the order;
- 19.2 Display any advertisements in connection with the order.

20. CONFIDENTIAL INFORMATION

20.1 The Supplier hereby acknowledges that Singita may disclose to it certain confidential information, knowledge and know-how relating to technical detail, method of operating, costs and source of material, pricing and purchasing policies, names of Customers/Suppliers and potential Customers/Suppliers of Singita (which for the purposes of this clause shall be referred to as "the Confidential Information"). The Supplier shall, during the currency of this Agreement and at any time after termination hereof:

- 20.1.1 not disclose to any person any of the confidential information, except on the express prior written consent of Singita;
- 20.1.2 exercise due care in dealing with the confidential information and shall disclose the confidential information only to those persons who Singita has in writing authorized them to disclose such confidential information to and on the basis that such persons will be bound by all the terms and conditions of this clause 20;

- 20.1.3 prevent the unauthorized use or duplication of the confidential information.
- 20.2 The Supplier may not, during the currency of this Agreement and at any time after termination hereof, use any part of the confidential information to enter into, develop or maintain, whether directly or indirectly, and business which is in direct competition with the business carried on by Singita.
- 20.3 The Supplier shall ensure that its employees or representative do not misuse or disclose confidential information unlawfully.
- 20.4 The Supplier shall, upon termination of this Agreement, at its cost deliver all documents and electronic records containing the confidential information to Singita.
- 20.5 Subject to the provisions of this clause 20, the Parties undertake to each other that they will use all reasonable endeavours to keep secret, and procure that their employees, agents, sub-contractors and group companies shall keep secret, all confidential information pertaining to the other Party and to this Agreement and will not disclose such confidential information to any third party.
- 20.6 The Supplier acknowledges that the Confidential Information comprises a significant portion of the proprietary intellectual property of Singita, and any breach of confidentiality will result in irreparable harm to Singita, and notwithstanding that there may be no adequate remedy at law available to Singita, the Supplier agrees that Singita shall be entitled to:
 - 20.6.1 recover any damages arising from such breach of confidentiality which may be calculated on the following basis of the greater of:
 - 20.6.1.1 (monthly gross profit earned by Singita in respect of purchases from the Supplier) x (number of months the Supplier has been a supplier to Singita in terms of this agreement), alternatively
 - 20.6.1.2 Singita's loss of gross profits resulting from the Supplier's breach of Confidentiality, whether such loss is direct or indirect;
 - 20.6.2 bring any other necessary action to obtain an interdict or any other equitable legal relief available to it with respect to such breach;
 - 20.6.3 hold the Supplier liable for all legal costs arising from any such necessary action on an attorney – own client scale.
- 20.7 The provisions of this clause 20 shall not apply to confidential information which:
 - 20.7.1 is in or comes into the public domain other than by default of one of the Parties; or
 - 20.7.2 is or has already been generated independently of the Party disclosing such information; or
 - 20.7.3 is disclosed to satisfy a legal demand by a competent court of law or government body; or
 - 20.7.4 is in the possession of or is known by the receiving party prior to its receipt from the disclosing party; or
 - 20.7.5 is authorized for disclosure by the disclosing party in writing but then only to the extent of the authority given.

21. HAZARDOUS SUBSTANCES

In the event that the goods are a hazardous substance as defined in Section 1 of the Hazardous Substances Act and Regulations No. 15 of 1993 as amended:

- 21.1 The Supplier warrants that, as far as reasonably practicable, the goods are safe and without risk to health and safety when used, handled, processed, stored or transported at the Purchaser in accordance with the information that will be provided by the Supplier in terms of Section 21(4) of the Health and Safety Act and Regulations No. 29 of 1996 as amended.
- 21.2 The order is subject to the information referred to in 19.1 being supplied and agreed upon between the parties and such information shall be contained in a separate document which shall be incorporated in the order. In compliance with the requirements of Section 21(4) of the Health and Safety Act and Regulations No. 29 of 1996 as amended, the Supplier shall provide adequate information about:
 - 21.2.1 the use of the substance;
 - 21.2.2 the risks to health and safety associated with the substance;
 - 21.2.3 any restriction or control on the use, transport and storage of the substance, including but not limited to exposure limits;
 - 21.2.4 the safety precautions to ensure that the substance is without risk to health or safety;
 - 21.2.5 the procedure to be followed in the case of an accident involving excessive exposure to the substance, or any other emergency involving the substance and the disposal of used containers in which the substance has been stored and any waste involving the substance; and
 - 21.2.6 the disposal of used containers in which the substance has been stored and any waste involving the substance; and ensure that the information provided above complies with the provisions of the Hazardous Substances Act and Regulations No. 15 of 1993 as amended.
- 21.3 In the event that the Supplier delivers goods by road and such goods are determined by the National Road Traffic Act No. 93 of 1996 as dangerous goods, the Supplier shall comply with the said Act, Chapter VIII – “Transportation of Dangerous Goods and Substances by Road” and shall ensure that the required “Tremcards” and “Dangerous Goods Declaration” are in the possession of the driver of the delivery vehicle and handed to the Purchaser at the time of handing over the goods.

22. ENVIRONMENTAL AND SOCIAL PRINCIPLES & LEGISLATION

- 22.1 The Supplier shall comply with all the requirements of the Environmental Conservation Act and Regulations No. 73 of 1989 as amended and the Purchaser’s Sustainability Policy for Suppliers.
- 22.2 The Supplier shall obtain and maintain all required environmental permits and registrations; follow the operational and reporting requirements of such permits and keep the permits current.
- 22.3 By acceptance of the order the Supplier indemnifies and shall keep indemnified the Purchaser against all losses and costs (including legal costs as between attorney and client) in the cleaning up operations as a result of the contravention of the legislation contained in the Environmental Conservation Act and Regulations No. 73 of 1989 as amended.

22.4 The Supplier shall adhere to all applicable laws, regulations, and customer requirements regarding the prohibition or restriction of specific substances in manufacturing or product design.

22.5 Child Labour

22.5.1 The Supplier shall strictly prohibit child labour. No person shall be employed who is below the minimum legal age for employment.

22.5.2 The minimum age for employment shall be the age for completing compulsory education in the relevant country or not less than 15 years of age (or not less than 14 years, in countries where educational facilities are insufficiently developed, in accordance with international principles), whichever is higher.

22.5.3 Children (persons under the age of 18) shall not be employed for any hazardous or night work, or work that is inconsistent with the child's personal development.

22.5.4 In the event the Supplier discovers a child is employed, the best interests of the child shall be the primary consideration. Supplier shall contribute, support and/or develop policies and programmes that assist any child found to be performing child labour.

22.6 Forced Labour

22.6.1 The Supplier shall not use any form of forced, bonded, compulsory labour, slavery or human trafficking.

22.6.2 The Supplier's employees shall be entitled to leave work or terminate their employment with reasonable notice.

22.6.3 Employees shall be free to leave work after such reasonable notice period expires. All employment shall be voluntary. The Supplier shall provide each of its employees with an employment contract which contains such a reasonable notice period.

22.6.4 The Supplier shall not require employees to lodge deposits of money or withhold payment or place debt upon employees or require employees to surrender any government-issued identification, passports, or work permits as a condition of employment.

22.7 Freedom of Association and Collective Bargaining

22.7.1 The Supplier shall permit employees to associate freely, bargain collectively, and seek representation in accordance with local laws. The Supplier is expected to permit workers to openly communicate and share grievances with management about working conditions without fear of reprisal or harassment.

22.8 Fair Treatment, Non-Discrimination, Diversity and Inclusion

22.13.1 The Supplier will not permit harassment, abuse, corporal punishment, or inhumane treatment of employees.

22.13.2 The Supplier will not discriminate in screening, hiring or employment practices based on race, colour, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, family responsibility, ethnicity, caste, disability, genetic information, medical condition, pregnancy, religion, political affiliation or union membership.

22.13.6 The Supplier will demonstrate a commitment to promoting diversity in the workplace and identify, measure, and improve a culture of diversity and inclusion through all aspects of workplace management.

23. RIGHTS IN LAW

It is understood and agreed that any rights which might accrue to the Purchaser under any of the terms and conditions of the order shall be without prejudice to any other rights which the Purchaser might have in law.

24. LAW TO APPLY

The order shall be read, construed and performed according to the laws of the Republic of South Africa.

25. AGENCY

The Parties each confirm that they are not an agent of the other, and both Parties undertake to refrain from making any representation of such a nature. The Supplier agrees that it will not bind Singita through any representations in any way whatsoever.

26. NOTICES AND ADDRESS FOR SERVICE OF ALL CORRESPONDENCE, NOTICES AND PROCESSES

26.1 All correspondence relating to the order shall be forwarded by the Supplier to the Purchaser’s address as stated in clause 2 above.

26.2 Each Party chooses as its address for service for all purposes under this Agreement, whether in respect of court processes, notices or other documents or communications of whatsoever nature (including the exercise of any option), the addresses referred to in this clause 26 or notified hereunder.

26.3 All notices given by any Party to the other in terms of this agreement shall be given in writing by pre-paid registered post or by telefax or e-mail or delivered by hand to each Party as follows:

26.3.1 to Singita Management Company (Pty) Ltd:

Physical Address: 2 Kruger Road Strijdom Park, Johannesburg South

Africa

Tel Number: 011 462 6370

E-mail Address: guy.m@singita.com

26.3.2 to the Supplier:

Physical Address: _____

Postal Address: _____

Fax Number: _____

Email Address: _____

26.4 Any notice given and any payment made by any Party to the other which:

26.4.1 is given by registered post, shall be deemed to have been received 7 (seven) days after the date of posting thereof;

26.4.2 is sent by telefax shall be deemed to have been received on the first business day following the day on which the text of the notice was transmitted, subject to the date and time of the confirmation of transmission thereof;

26.4.3 is sent by e-mail shall be deemed to have been received on day on which the text of the notice was sent, subject to the date and time of the confirmation of transmission thereof;

26.4.4 is delivered by hand shall be deemed to have been received on the date of delivery thereof.

26.5 Any Party hereto shall be entitled to change its address for service from time to time in writing, provided that:

26.5.1 any change to the chosen physical address for service shall be changed to a physical address located in the Republic of South Africa other than a post office box number and any such change shall be deemed to have taken effect 14 (fourteen) days after delivery of the required written notice thereof, and

26.5.2 any change to the chosen e-mail address for service shall be deemed to have taken effect within 24 (twenty-four) hours after delivery of the required written notice thereof.

26.6 Notwithstanding anything to the contrary herein contained, a written notice of communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered in the manner provided for herein.

27. ARBITRATION AND LEGAL PROCEEDINGS

27.1 Save as otherwise provided in this Agreement in the event of any dispute, deadlock or conflict arising out of or relating to this Agreement, including a dispute in connection with the Parties' respective rights and obligations in terms of or arising out of this Agreement, the validity, implementation, interpretation, rectification, breach or cancellation thereof or which relates in any way to any matter affecting the interests of the Parties in terms of this Agreement, the Parties shall forthwith meet to attempt to settle such dispute before invoking the provisions of clauses 27.2 through to 27.8. Any dispute arising from the compliance of goods to specification shall specifically be dealt with in terms of the provisions of clause 15 above.

27.2 If a dispute cannot be resolved within a period of 14 (fourteen) Business Days, the dispute shall, on written demand by any Party to the dispute, be submitted to arbitration proceedings to be held in Johannesburg, in accordance with the prevailing rules of the Arbitration Foundation of Southern Africa ("the Foundation") by an arbitrator appointed by the Foundation and agreed to by the Parties.

27.3 Should the Parties fail to agree in writing on an arbitrator within 10 (ten) Business Days after arbitration has been demanded, the arbitrator shall be nominated at the request of any Party to the dispute by the Foundation.

27.4 The Parties irrevocably agree that the submission to arbitration in terms of this clause is subject to the Parties' right of appeal set out hereunder.

- 27.5 Any Party to the arbitration may appeal the decision of the arbitrator within a period of 21 (twenty-one) Business Days after the arbitrator's ruling has been handed down by giving written notice to that effect to the other Party to the arbitration. The appeal shall be dealt with in accordance with the rules of the Foundation by a panel of three arbitrators appointed by the Foundation.
- 27.6 The decision of the arbitrator shall be final and binding on the Parties to the arbitration after the expiry of the period of 21 (twenty-one) Business Days from the date of the arbitrator's ruling if no appeal has been lodged by any Party. A decision that becomes final and binding in terms of this clause 27 may be made an order of court at the instance of any Party to the arbitration.
- 27.7 Nothing herein contained shall be deemed to prevent or prohibit either Party from approaching a court of law for urgent and/or interdictory relief, or to issue summons in respect of any unpaid amounts of money.
- 27.8 It is further specifically recorded that the Parties hereto expressly agree to the jurisdiction of the Randburg Magistrates Court, in terms of section 45 of the Magistrates Court Act 32 of 1944, as amended, in respect of any litigation to be entered into arising out of this Agreement, irrespective of the quantum of any such claim.
- 27.9 The provisions of this clause 27 will continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement.

28. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions of the agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and no documentation, representation, warranty, term, condition, agreement or representation whatever apart from those contained in this Agreement have been made or agreed to by the Parties.

29. NON-VARIATION

No variation, modification, addition to, deletion from or consensual termination of any provision of this Agreement or consent to any departure therefrom shall in any way be of any force or effect unless confirmed in writing and signed by the Parties and then such variation, modification, addition to, deletion from, termination or consent shall be effective only in the specific instance and for the purpose and to the extent for which it was made or given.

30. WAIVER AND/OR RELAXATION

- 30.1 No latitude, extension of time or other indulgence which may be given or allowed by any Party to any other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 30.2 The expiry or termination of this Agreement shall not prejudice the rights of either Party in respect of any antecedent breach or non-performance by the other Party of any of the terms or conditions hereof.

31. SEVERABILITY OF AGREEMENT

Each of the terms and provisions of this AGREEMENT shall be deemed as separate terms and conditions and, in the event that any term or provision is found to be invalid, illegal, prohibited or unenforceable, then any such term or provision shall be ineffective only to the extent of the invalidity, illegality, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the invalid, illegal, prohibited or unenforceable term or provision was not a part hereof.

THUS, DONE AND SIGNED by the Supplier at _____

on the ___ day of _____ 20___ in the presence of the undersigned witnesses:

AS WITNESSES:

1. _____
For the Supplier

2. _____
Name of signatory on behalf of the Supplier, who warrants that he is duly authorised thereto.

ID Number of the signatory

THUS, DONE AND SIGNED by Singita at _____

on the ___ day of _____ 20___ in the presence of the undersigned witnesses:

SIGNED AT _____ ON _____

AS WITNESSES:

1. _____
For Singita Management Company (Pty) Ltd

2. _____
Name of signatory on behalf of Singita, who warrants that he is duly authorised thereto.

ID Number of the signatory