

1 DEFINITIONS

In these conditions "the Purchaser" means the procuring organisation and "the Supplier" means the person or company to whom this order is addressed or with whom a contract has been entered into on these conditions, such order or contract being hereinafter called "the Order". "The Goods" means the articles and things described and to be supplied under the Order.

2 CONDITIONS

The Order is subject to the conditions set out in 2 to 13. Notwithstanding anything to the contrary in any document issued or sent by the Supplier to the Purchaser, these conditions apply except as expressly agreed in writing by the Purchaser. No servant or agent of the Purchaser has authority to vary these conditions orally. These general conditions of purchase are subject to such further conditions as may be agreed upon in writing by the Purchaser and the Supplier.

3 PRICE AND PAYMENT

The prices or rates for the Goods stated in the Order are fixed for the delivery time and any extension thereto agreed under the Order. The Purchaser pays for the Goods within 28 days of receipt of the Supplier's statement and, where required, valid tax invoice. The Supplier is entitled to charge interest at his bank's overdraft rate for each day that the Employer fails to pay beyond this period.

4 DELIVERY AND DOCUMENTS

The Supplier's obligation is to deliver the Goods on or before the date stated in the Order. The Supplier:

- clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the Order and includes a packing note stating the contents thereof;
- on despatch of each consignment, sends to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of despatch;
- sends to the Purchaser a detailed priced invoice as soon as is reasonably practical after despatch of the Goods, and
- states on all communications in respect of the Order the Order number and code number (if any).

5 CONTAINERS / PACKING MATERIAL

Unless otherwise stated in the Order, no payment is made for containers or packing materials or their return to the Supplier.

6 TITLE AND RISK

Without prejudice to rights of rejection under these conditions, title to and risk in the Goods passes to the Purchaser when the Goods are off-loaded and accepted by the Purchaser at the address given in the delivery instructions.

7 REJECTION

If the Supplier fails to comply with his obligations under the order the Purchaser may reject any part of the Goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement Goods are required and within what time. Thereafter, the Purchaser returns the rejected Goods to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of Goods not replaced within the time required, together with the costs of returning rejected Goods to the Supplier and obtaining replacement goods from a third party are paid by the Supplier to the Purchaser.

8 WARRANTY

Without prejudice to any other rights of the Purchaser under these conditions, the Supplier warrants that

- all Goods delivered will be free from defective materials or workmanship;
- this warranty shall survive any inspection, delivery, acceptance or payment by the Purchaser; and
- the goods will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the Goods by the Purchaser.

9 INDEMNITY

The Supplier indemnifies the Purchaser against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

10 ASSIGNMENT AND SUBCONTRACTING

The Supplier may not assign or subcontract any part of this Order without the written consent of the Purchaser.

11 TERMINATION

The Purchaser may terminate the Order at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to the Purchaser) if the Supplier defaults in due performance of the Order, or becomes bankrupt or otherwise is, in the opinion of the Purchaser, in such financial circumstances as to prejudice the proper performance of the Order.

12 GOVERNING LAW

The Order is governed by the laws of the Republic of South Africa and is subject to the jurisdiction of South African Courts.

13 DISPUTE RESOLUTION

Should any dispute between the Purchaser and the Supplier arise out of the provisions of the Order, every effort shall be made by the Purchaser and Supplier to resolve the matter themselves without the intervention of a third party. Should such resolution not prove possible, either the Purchaser or the Supplier may, one week after having advised the other of his intention to do so, invoke the services of the Adjudicator.

Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures with the Parties only being represented by their full-time employees at the adjudication proceedings.

This clause shall remain in force until all outstanding disputes have been resolved in the event that the Order is cancelled in terms of Clause 11.

CONTRACT DATA

The Conditions of Contract are the *General Conditions of Purchase* (January, 2009) published by the Construction Industry Development Board

Part 1: Data provided by the Purchaser

	<i>Guidance notes</i>
The Purchaser is the	Enter data
The authorised and designated representative of the Purchaser is: Name:	Enter data
The address for receipt of communications is: Telephone: Facsimile: E-mail: Address:	
The order number and code is	Enter data
Goods are to be delivered on or before	Enter data
The delivery instructions are	Insert instructions including place of delivery
The outside of each consignment or package is to be marked with the following:	Enter data
No payment is made for containers or packing materials or their return to the Supplier.	Amend if payment is to be made for the item
The additional / variations to the conditions of contract are:	Insert additional / variations to conditions of contract or delete row:

Part 2: Data provided by the Supplier

	<i>Guidance notes</i>
The Supplier is	Enter data
Address: Telephone: Facsimile:	
The authorised and designated representative of the Supplier is: Name:	Enter data
The address for receipt of communications is: Telephone: Facsimile: Address:	