



**STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE SALE OF GOODS**

FORM US7 – AUGUST 2009

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1 INTRODUCTION

When an Agreement is entered into between Transnet Limited ("Transnet") and the purchaser of the Goods from Transnet ("the Contractor"), these Standard Terms and Conditions of Contract, the General Tender Conditions, a Schedule of Requirements and/or Work Order(s) including such special conditions as may be applicable, and any terms in the associated tender documents, exclusively govern the sale of Goods to the Contractor by Transnet.

2 DEFINITIONS

Where the following words or phrases are used in the Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 2.1 **"AFSA"** means the Arbitration Foundation of South Africa;
- 2.2 **"Agreement"** means the Agreement together with any schedules or annexures, signed by both Parties and attached thereto from time to time;
- 2.3 **"Business Day(s)"** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays;
- 2.4 **"Collection Advice"** means the documentation to be processed by Transnet confirming the purchase, collection and removal by the Contractor of Goods from Transnet's premises, which will record a detailed description of the Goods collected and date of collection;
- 2.5 **"Confidential Information"** means any information or other data, whether in written, oral, graphic or in any other form, which a Party discloses or provides to the other Party, or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term -
 - a) information relating to methods of operation, data and plans of the disclosing Party;
 - b) the contents of the Agreement;
 - c) private and personal details of employees or clients of the disclosing party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
 - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
 - f) information relating to the past, present and future research and development of the disclosing Party;
 - g) information relating to the business activities, business relationships, products, services, customers, clients and sub-Contractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;

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- h) information contained in the software and associated material and documentation belonging to the disclosing Party;
 - i) technical, scientific, commercial, financial and market information, know-how and trade secrets of a disclosing Party;
 - j) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
 - k) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
 - l) information concerning faults or defects in goods, equipment, hardware or software or the incidence of such faults or defects; and
 - m) information concerning the charges, fees and / or costs of the disclosing Party or its authorised sub-Contractors, or their methods, practices or service performance levels actually achieved;
- 2.6 **"Default"** means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-Contractors in connection with or in relation to the subject of the Agreement and in respect of which such Party is liable to the other;
- 2.7 **"Intellectual Property Rights"** include any patents or patent applications, trade and service marks whether registered or unregistered, registered design, design rights, copyright, rights in databases, domain names, trade or business names and any other similar protected rights in any country (together with the right to apply for any of the above, if applicable);
- 2.8 **"Parties"** means the Parties to the Agreement, together with their subsidiaries, divisions, business units, successors-in-title and their assigns;
- 2.9 **"Party"** means either one of these Parties;
- 2.10 **"Personnel"** means any partner, employee, agent, consultant, independent associate or Contractor, sub-Contractor and the staff of such sub-Contractor, or other authorised representative of the Contractor;
- 2.11 **"Price(s)"** shall mean the agreed Price/s for the Goods to be purchased from Transnet by the Contractor, as detailed in the Schedule of Requirements or Work Order, issued in accordance with the Agreement;
- 2.12 **"Schedule of Requirements"** means Schedule 2 hereto, unless substituted by a Work Order or Work Orders, as defined;
- 2.13 **"Goods"** mean the material / products and services as specified in the Schedule of Requirements at Schedule 2 hereto;

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- 2.14 **“Service(s)”** means any services to be provided by Transnet and the removal of Goods from Transnet premises by the Contractor, pursuant to the Schedule of Requirements or Work Order(s) in terms of the Agreement;
- 2.15 **“Tax Invoice”** means the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991;
- 2.16 **“VAT”** means Value-Added Tax in terms of the Value-Added Tax Act, No 89 of 1991; and
- 2.17 **“Work Order(s)”** means a detailed scope of work for the purchase of the Goods from Transnet, including timeframes and Price(s) for undertaking of any Services, which may be appended to the Agreement from time to time.

3 INTERPRETATION

- 3.1 Clause headings in the Agreement are included for ease of reference only and do not form part of the Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of any Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word, acronym or phrase used in the Agreement, other than those defined under the clause heading “DEFINITIONS” shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in the Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 3.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 3.5 A reference to a particular gender incorporates a reference to the other genders.

4 NATURE AND SCOPE

- 4.1 The Agreement is an agreement under the terms and conditions of which the Contractor will arrange for the purchase and collection of Goods in compliance with the provisions of Transnet, the execution of which is controlled by means of Collection Advices to be issued by Transnet on collection of the Goods by the Contractor, in accordance with the Agreement.
- 4.2 Such Collection Advice(s) shall be endorsed by both Parties.
- 4.3 The Goods are sold subject to all conditions mentioned or referred to in the Agreement and in the condition and to the extent such as they now lie voetstoots and absolutely as they stand unless otherwise specifically agreed between the Parties. The Contractor acknowledges that it is fully acquainted with the Goods, their nature, condition and locality, and with the conditions recorded in the Agreement in respect of the Goods.
- 4.4 Insofar as any term, provision or condition in the Schedule of Requirements and / or Work Order(s) conflicts with a like term, provision or condition in the Agreement or where the

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Agreement is silent on the matter, the term, provision or condition in the Schedule of Requirements and / or Work Order(s) shall prevail.

- 4.5 Time will be of the essence and the Contractor will perform its obligations under the Agreement in accordance with the timeframe(s) (if any) set out in the relevant schedule, save that the Contractor will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

- 5.1 Nothing in the Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to -
- a) enter into an agreement in the name of the other; or
 - b) give any warranty, representation or undertaking on the other's behalf; or
 - c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 WARRANTIES

- 6.1 The Contractor warrants to Transnet that:
- a) it has full capacity and authority to enter into and to perform the Agreement and that the Agreement is executed by a duly authorised representative of the Contractor;
 - b) it will discharge its obligations under the Agreement and any schedule or Work Order with all due skill, care and diligence.

7 TRANSNET'S OBLIGATIONS

- 7.1 Transnet undertakes to promptly comply with any reasonable request by the Contractor for information, that relates to the purchase of Goods, as may be necessary for the Contractor to execute the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Contractor of its confidentiality obligations under the Agreement.
- 7.2 The Contractor shall give Transnet reasonable notice of any information it requires in accordance with clause 7.1 above.
- 7.3 Subject to clause 11 (*Contractor's Personnel*), Transnet agrees to provide the Contractor or its Personnel such access to and use of its facilities as is necessary to allow the Contractor to perform its obligations under the Agreement.

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8 GENERAL OBLIGATIONS OF THE CONTRACTOR

- 8.1 The Contractor shall –
- a) respond promptly to all complaints and enquiries from Transnet;
 - b) conduct its business in a professional manner that will reflect positively upon the Contractor and the Contractor's Services;
 - c) keep full records clearly indicating any or all transactions concluded by the Contractor relating to the execution of the Agreement and keep such records for at least 5 (five) years from the date of each such transaction;
 - d) obtain, and at all times maintain in full force and effect, any and all licenses, permits and the like required under applicable laws relating to the execution of the Agreement and the conduct of the business and activities of the Contractor;
 - e) demonstrate sound environmental performance and have an environmental management policy; and
 - f) inform Transnet immediately of any dispute or complaint arising in relation to the execution of the Agreement.
- 8.2 The Contractor acknowledges and agrees that it shall at all times -
- a) render the Service(s) attached to or in connection with its duties with honesty and integrity;
 - b) communicate openly and honestly with Transnet and demonstrate a commitment to performing its duties timeously, efficiently and to the required standards;
 - c) endeavour to provide the highest possible standards of duties and professionalism, with a reasonable degree of care and diligence;
 - d) use its best endeavours and make every diligent effort to meet agreed deadlines;
 - e) treat its own Personnel, as well as all Transnet's officers, employees, agents and consultants, with fairness and courtesy and respect for their human rights;
 - f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination (clause 19 refers – *Equality and Diversity*);
 - g) treat all enquiries from Transnet in connection with the execution of the Agreement with courtesy and respond to all enquiries promptly and efficiently. Where the Contractor is unable to comply with the provisions of this clause, the Contractor will advise Transnet of the delay and the reasons therefore and will keep Transnet informed of progress made regarding the enquiry;
 - h) when requested by Transnet, provide clear and accurate information regarding the Contractor's own policies and procedures, excluding trade secrets and other Confidential Information;

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- i) not allow a conflict of interest to develop between its own interests (or the interests of any of its other customers) and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image; and
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the execution of the Agreement.

9 PRICES, INVOICING AND PAYMENT

- 9.1 In consideration of the purchase of Goods from Transnet, the Contractor will pay Transnet for the Goods at the Price(s) as detailed in the relevant schedule or Work Order.
- 9.2 The Contractor shall pay such amounts to Transnet (upon receipt of a Tax Invoice together with the supporting documentation as specified in the Schedule of Requirements or Work Orders appended hereto) once the Tax Invoices or such portion of the Tax Invoice which is undisputed becomes due and payable to the Contractor in terms of clause 9.4 below.
- 9.3 All amounts payable under the Agreement are exclusive of VAT, which will be payable at the applicable rate.
- 9.4 Unless otherwise provided for in the Schedule of Requirements or Work Orders appended hereto, payment of such Tax Invoices shall be made by the Contractor within 30 (thirty) days after date of receipt by the Contractor of the Tax Invoice together with relevant supporting documentation.
- 9.5 Where the payment of any Tax Invoice or any part of an invoice is not made in accordance with this clause 9, Transnet shall be entitled to charge compound interest on the outstanding amount, at 1.5% (one and a half percent) above Standard Bank of South Africa's prime rate of interest in force for the time from the due date until the outstanding amount is paid.

10 INTELLECTUAL PROPERTY RIGHTS

All rights in the Transnet name and logo remain the absolute property of Transnet.

11 CONTRACTOR'S PERSONNEL

- 11.1 The Contractor will ensure that its Personnel comply with all reasonable requirements made known to the Contractor by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be undertaken (including but not limited to security regulations, policy standards and codes of practice and health and safety requirements). The

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Contractor will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.

- 11.2 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's own staff, provided that Transnet notifies the Contractor of any such refusal (with reasons why). The reasonable exclusion of any such individual from such premises shall not relieve the Contractor from the performance of its obligations under the Agreement.

12 LIABILITY

- 12.1 Subject to clause 12.2 below, neither Party excludes or limits liability to the other Party for -
- a) death or personal injury due to negligence; or
 - b) fraud.
- 12.2 Pursuant to clause 12.1 above, Transnet shall not be liable for any loss, damage, injury or death that may arise as a result of the supply of the Goods.
- 12.3 The Contractor shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property (whether tangible or intangible) or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Contractor or its Personnel in connection with the Agreement. The Contractor's liability arising out of this clause 12.3 shall be limited to the maximum amount payable in respect of any one occurrence.
- 12.4 Subject always to clauses 12.1, 12.2 and 12.3 above, the liability of either the Contractor or Transnet under or in connection with the Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% (one hundred percent) of the Price(s) paid by the Contractor for the Goods to which the Default(s) relates.
- 12.5 Subject to clause 12.1 above, and except as provided in clauses 12.3 and 12.4, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 12.6 If for any reason the exclusion of liability in clause 12.5 above is void or unenforceable, either Party's total liability for all loss or damage under the Agreement shall be as provided in clause 12.4.
- 12.7 Nothing in this clause 12 shall be taken as limiting the liability of the Contractor in respect of clause 14 (*Confidentiality*).

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13 INSURANCES

Without limiting the liability of the Contractor under the Agreement, the Contractor shall take out insurance in respect of all risks for which it is prudent for the Contractor to insure against, including any liability it may have as a result of its activities under the Agreement for theft, destruction, death or injury to any person and damage to property

14 CONFIDENTIALITY

14.1 The Parties hereby undertake the following, with regard to Confidential Information -

- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other, without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information, disclosed to it as a result of the Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in the Agreement;
- c) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such Party in the performance of the Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- d) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to the Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information; and
- e) each Party shall ensure that Confidential Information is disclosed to its Personnel or staff or to any other person, on a strictly need to know basis, and that, when such disclosure is made, the Personnel or staff or person to whom such disclosure is made is admonished and formally undertakes to comply with the terms and conditions of confidentiality stipulated herein.

14.2 The duties and obligations with regard to Confidential Information in this clause 14 shall not apply where -

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- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of the Agreement by that Party, or its Personnel or staff; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- d) is independently developed by a Party as proven by its written records.

14.3 This clause 14 shall survive termination for any reason of the Agreement and shall remain in force and effect from the commencement date of the Agreement and for 5 (five) years after the termination of the Agreement.

15 TERMINATION

15.1 If either Party (the "Defaulting Party") commits a material breach of the Agreement and fails to remedy such breach within 15 (fifteen) Business Days of written notice thereof, the other Party (hereinafter the "Aggrieved Party"), shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.

15.2 Either Party may terminate the Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 1936 (as amended), or if any actions, application or proceeding are made in this regard for -

- a) a voluntary arrangement or composition or reconstructions of its debts;
- b) the presentation of an administrative petition;
- c) its winding-up or dissolution;
- d) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
- e) any similar action, application or proceeding in any jurisdiction to which it is subject.

16 CONSEQUENCE OF TERMINATION

16.1 Termination in accordance with clause 15 above shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive the Agreement or impliedly do so shall remain in force and in effect.

16.2 In the event that the Agreement is terminated by the Contractor under clause 15.2 (material breach), or in the event that a Work Order is terminated by Transnet under clause 15.1

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(cancellation at any time), the Contractor will pay to Transnet all outstanding Tax Invoices relating to the Services executed by the Contractor up until the date of such termination.

- 16.3 The provisions of clauses 2 (*Definitions*), 6 (*Warranties*), 10 (*Intellectual Property Rights*), 12 (*Liability*), 14 (*Confidentiality*), 16 (*Consequence of Termination*), and 24 (*Governing Law*) shall survive termination of the Agreement.

17 FORCE MAJEURE

17.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under the Agreement, caused by an act of force majeure such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

17.2 Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of the Agreement in order to accommodate the new circumstances caused by the act of force majeure. If the Parties fail to agree within 10 (ten) days of the act of force majeure first occurring, either Party may thereafter terminate the Agreement with immediate notice.

18 EQUALITY AND DIVERSITY

18.1 The Contractor will not victimise, harass or discriminate against any employee of either Party to the Agreement or any applicant for employment with either Party to the Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation including selection for training.

18.2 Both Parties to the Agreement undertake that they will not, and shall procure that their employees, agents and subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

19 NON WAIVER

19.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of the Agreement, shall not, in any manner, be construed to be a waiver of any of that Party's rights in that regard and in terms of the Agreement.

19.2 Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of the Agreement, or prejudice the right of that Party to institute subsequent action.

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20 PARTIAL INVALIDITY

If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

21 ADDRESSES FOR NOTICES

21.1 The Parties to the Agreement select the physical addresses and facsimile (“fax”) numbers, detailed in Schedule 1 hereto, as their respective addresses for giving or sending any notice provided for or required in terms of the Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other.

21.2 Any notice addressed to a Party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by fax.

21.3 Any notice shall be deemed to have been given -

- a) if posted by prepaid registered post, 10 (ten) days after the date of posting thereof;
- b) if hand delivered, on the day of delivery; or
- c) if sent by fax, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day.

22 WHOLE AND ONLY AGREEMENT

The Parties hereby confirm that the Agreement constitutes the whole and only agreement between them with regard to the subject matter of the Agreement.

23 AMENDMENT AND CHANGE CONTROL

Any amendment or change of any nature made to the Agreement, and / or the Schedule of Requirements and / or Work Order(s) appended hereto, shall only be valid if it is in writing, signed by both Parties and added to the Agreement as an addendum hereto.

24 GOVERNING LAW

The Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

25 COUNTERPARTS

The Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into the Agreement by signing any such counterpart.

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